The Solicitors' Journal.

LONDON, JUNE 7, 1884.

CURRENT TOPICS.

As we anticipated last week, Mr. Warren Pugh has been appointed a Registrar of the Supreme Court, in succession to the late Mr. Cobby. Mr. Pugh was sworn in on Saturday last.

Mr. Borrer, from the office of Messrs. Freshfields & Williams, has been appointed by the Lord Chancellor to the clerkship in the Chancery Registrars' Office rendered vacant by the promotion of Mr. Pugh.

The cause lists for Trinity Sittings are not published at the time of our going to press, but, from an inspection of the books, it appears that the list of Vice-Chancellor Bacon will contain 148 causes; that of Mr. Justice Kay 139; that of Mr. Justice Chitty 218; that of Mr. Justice North 90; and that of Mr. Justice Pearson 236, making the total number of causes in the Chancery Division 831, as compared with 867 at the commencement of the Easter Sittings.

The list of appeals will probably number a total of 372, as compared with 383 at the commencement of the Easter Sittings. The approximate numbers will be 198 from the Chancery Division, including those from the Stannaries Court and the Court of the County Palatine of Lancaster; 133 from the Queen's Bench Division; 22 from the Probate, Divorce, and Admiralty Division; and 19 from the London Court of Bankruptcy.

The memorial with reference to the Long Vacation, to which we referred some time ago as in course of signature, was subsequently re-drafted, and, as now addressed to the Bar Committee, has been signed by nineteen Queen's Counsel and 460 junior barristers practising in the Chancery Division. We print the memorial elsewhere, and we imagine that most of our London readers will cordially indorse its suggestions. There may be some inconvenience in the first year in arranging the circuits, and in disposing of business in hand before the 1st of August, but this might be in some measure obviated by long notice of the change being given, and any such inconvenience would, we believe, be more than compensated by the advantages which would ultimately accrue from making the lawyers' holiday occur at the period of the year most convenient for a holiday and least adapted for work. The strain during July on London solicitors and counsel in active work is very great, and it is desirable that it should not be protracted far into August.

Our readers will find in another column a report of a very important decision of the Court of Appeal (*London Scottish Permanent Building Society* v. *Chorley and others*) on the question of what costs are to be allowed to a solicitor who has conducted his own defence in an action brought against him. An arbitrator, to whom the action in question had been referred, found for the defendants, and directed that the plaintiff should pay the costs of the reference. On taxation, the plaintiff objected that the defendants ought only to be allowed costs out of pocket, or such costs as would be allowed if they were not solicitors. The master overruled the objection, and certified for usual party and party costs, with the disallowance only of charges for instructions. On appeal to a divisional court his decision was upheld, and the Court of Appeal, after deliberation, has substantially affirmed the judgment of the Divisional Court. It is now settled that a solicitor who conducts his own defence is entitled to the same costs as if he had not been a party to the action, with the exception only of such items as instructions and attendances, which the union of the two characters of party and solicitor render unnecessary. The grounds of decision given by the Master of the Rolls are unassailable. The defendant in an action is entitled to be indemnified for pecuniary loss sustained by him by reason of the litigation into which he has been forced. A solicitor who conducts his own defence is out of pocket both for the work of his clerks and for the time which he has to devote to the conduct of the defence; he is entitled to be recouped the loss thus occasioned. Any other decision would have led to solicitor defendants always conducting their defence by another solicitor, and so plaintiffs, in the end, would have had to pay more in costs than will be the case under the rule now established.

We print elsewhere a report of the elaborate and important judgment delivered by Lord Justice Fry last week in *Howe* v. *Smith*, on the right of a purchaser of real estate, who has made default in completing his contract, to recover from the vendor the deposit he paid on entering into the contract for purchase. In the purchase agreement £500 was stated to have been paid "as a deposit and in part payment of the purchase-money." The purchaser failed to pay the balance of the purchase-money on the day appointed by the agreement, and the court held that he had been guilty of such delay in completing that he had lost all right to specific performance and to sue for damages for non-performance. The purchaser, thereupon, sued the vendor for recovery of the deposit; but the court held that he could not recover it. The statement in agreements for sale of real property that a sum is paid "as a deposit *and in part payment of the purchase-money*" is, we believe, of modern introduction. It does not occur either in the form of "common agreement for sale of land" in Davidson, vol. 2, pt. 1, p. 13 (4th ed.), or in the form of "agreement for sale of freehold property" in Prideaux, vol. 1, p. 90 (12th ed.). In both these forms the sum paid is stated to be paid "as a deposit." In Key and Elphinstone, vol. 1, p. 284 (2nd ed.), however, the form is, "The purchaser shall pay the sum of £ , *part of the said purchase-money*, immediately on the execution of this agreement." In comparatively few agreements are the terms on which the deposit is to be held expressed. What terms are to be implied when none are expressed? The decisions upon this question have hitherto been somewhat unsatisfactory. In *Palmer* v. *Roberts* (9 A. & E. 508), it seems from the judgments that the view of the court was that, on refusal by the purchaser to complete the purchase, he might recover back the deposit; and in *Casson* v. *Roberts* (32 L. J. Ch. 105), the Master of the Rolls said, "An agreement certainly might be made that the deposit should be forfeited in case the purchase should not be completed; but this must either be expressed or clearly implied from the contract itself;" and it appears from *Hinton* v. *Sparkes* (L. R. 3 C. P. 161) that, if there had not been an express provision in the contract in question in that case for forfeiture of the deposit on the purchaser's failure to fulfil his part of the contract, the deposit would have been considered as a penalty, and not as liquidated damages. On the other hand, in *Collins* v. *Stimson* (31 W. R. 920, L. R. 11 Q. B. D. 142), Pollock, B., said that, "according to the law of vendor and purchaser, the inference is that a deposit is paid as a guarantee for the performance of the contract, and, where the contract goes off by the default of the purchaser, the vendor is entitled to retain the deposit." In *Howe* v. *Smith* the Court of Appeal have decided the question in favour of the view expressed in the last-mentioned case. They have held that the implied conditions on which a deposit is held are that, in the event of the contract being performed, the deposit is

to be brought into account as part of the purchase-money; but if the contract is not performed, owing to the default of the purchaser, the deposit is to remain the property of the vendor. In other words, the deposit is not merely part payment, but also a guarantee for the due performance of the contract.

The provisions of the Railway Commission Bill as to appeal from the commissioners are very peculiar and important, and require careful examination. Under the present law (Act of 1873, s. 26) "the commissioners shall, in all proceedings" directed to the enforcement of the Traffic Act, "and may, if they think fit, in all other proceedings at the instance of any party, state a case in writing for the opinion of any superior court, determined by the commissioners, upon any question which, *in the opinion of the commissioners*, is a question of law," the orders of such superior court to be "final and conclusive." The words "in the opinion of the commissioners," practically give an absolute judicial power to the three commissioners, two of whom are laymen, to decide whether any particular question is one of law or not (see the *Central Wales Railway case*, 2 Nev. & Mac. 199), and the effect of the Judicature Acts and Appellate Jurisdiction Act, as construed by the light of *Orush* v. *Turner* (L. R. 3 Ex. D. 303), is, we are inclined on the whole to think, though the point is a doubtful one, to give, notwithstanding the words "final and conclusive," a further appeal, by leave, to the Court of Appeal, and from the Court of Appeal, by right, to the House of Lords. Side by side with the Act of 1873, and quite independent of it, there exists the common law right of questioning the jurisdiction of the commissioners by prohibition, which has been frequently exercised with success, and by *certiorari*, which has not as yet been exercised. We cannot say that this state of the law, which, except as to prohibition, has given deep dissatisfaction to the railway companies, is entirely satisfactory, looking to the importance of the questions of law which may be raised before the commissioners; but neither can we entirely approve of the manner in which it is proposed by the Bill to alter it. Curiously enough, and we should almost imagine by an oversight, the appeal clauses of the Act are not proposed to be repealed. The omission to repeal them, and to re-enact any part which it was desired to retain, is an obvious error, easily cured. The power of questioning any order of the commissioners by "prohibition, injunction, *certiorari*, or other like process, either at the instance of the Crown or otherwise," is abolished as far as the English language can abolish it, and we think the abolition is highly desirable. Coming to the operative clause, we find it to run, that "an appeal shall lie to a superior court of appeal [*i.e.*, in England to the Court of Appeal], at the instance of any party aggrieved, from every decision or order of the commissioners, by leave of the commissioners, or by special leave of the superior Court of Appeal, but not otherwise," and that "the decision of the superior Court of Appeal shall be final and conclusive, unless special leave be given, by such superior court of appeal, to appeal to the House of Lords." These provisions, if passed, would effect a great change. They would substitute an appeal by leave on points of law for an appeal by right; they would add an appeal on points of fact to an appeal on points of law only; and they would give to litigants before the Railway Commissioners the privilege of a direct appeal to the Court of Appeal without any intermediate appeal to the High Court. To the appeal by leave we have a strong objection. It is, we think, better that appeals should be brought from the commissioners where they ought not be brought, than that they should not be brought where they ought to be brought, for the simple reason that for the latter evil there is no remedy, while for the former there is the remedy that the Court of Appeal may punish the party appealing frivolously by a proper exercise of its discretion over costs. Still stronger is our objection to an appeal upon questions of facts. The commissioners, in judging upon what are reasonable facilities and what is unreasonable preference, are in the position of a special jury very carefully selected; and to allow parties to appeal from such a jury, except on the ground that there was no evidence upon which it could decide, to an equal number of judges having no special knowledge, is contrary to all reason. Thirdly, as to the appeal direct, it is indefensible in theory; but looking to the course taken by railway litigation in practice—*i.e.*, that railway companies invariably push their right of appeal to the fullest extent allowed by law—we think that the appeal direct may well be adopted, nor do we see any particular objection to a further appeal by leave to the House of Lords.

The report of the Council of the Institute of Patent Agents contains some interesting details with respect to the framing of the Patents Act of last year, and the rules and instructions thereunder. Though only in its second year, the Institute succeeded in securing from the Board of Trade the most careful consideration of its representations, and by far the greater number of the suggestions made were adopted. The report sets out a letter of March 26, last, from the Board of Trade to Mr. Samuelson, M.P., who had taken charge of some objections raised by the Institute to the Patents Rules as presented to Parliament, from which it appears that in some respects the Board is willing to consent to a relaxation of those rules. The first point raised was with respect to the materials to be supplied by applicants for patents, under rule 31, for the compilation of the Illustrated Journal under section 40 of the Act. Rule 31 requires, in addition to the drawings to be furnished with the complete specification, a "drawing illustrative of the feature or features of novelty constituting the invention," and also a "concise explanatory statement." The Board of Trade has now agreed to dispense with the statement (see *ante*, p. 519), but they consider it very questionable whether it would be expedient for the Patent Office officials to undertake the responsibility of selecting drawings or figures to exhibit the features of novelty in the invention, so that it seems that, for the present at least, the additional drawing will be required. The next point was with reference to rule 42, requiring patentees who intend to pay the sums required at the end of the fourth or eighth year for keeping their patents on foot, to give seven days' notice of their intention before the expiration of the fourth or eighth year. The Board is now prepared to rescind this requirement of notice. The third point was with regard to the discontinuance of the publication in the Patent Office Journal of titles of patents granted in some foreign countries and British colonies, and it is stated that it is proposed that the Central Office at Berne (to be established in connection with the recent International Convention for the Protection of Industrial Property, to which England is a party) shall publish lists of such grants throughout the union of States. The most important information contained in the report is, probably, with regard to international arrangements; for, in addition to the paragraph in the letter from the Board of Trade which we have mentioned, it is stated that Great Britain has agreed to become a party to the Convention entered into on the 20th of March, 1883, between Belgium, Brazil, Spain, France, Guatemala, Italy, Holland, Portugal, Salvador, Servia, and Switzerland, and that on the 31st of last month the Convention was to be signed on behalf of this country. This statement sets out the States with respect to which the provisions of section 103 of the Act will, in the first instance, take effect. It will be observed that Germany, Austro-Hungary, Russia, Sweden and Norway, Denmark, and other countries of less importance, are not as yet parties to the Convention.

For the second time only since the passing of the Bankruptcy Act, 1869, an attempt has recently been made to prohibit a county court judge, sitting in bankruptcy, from exercising certain powers under that Act. In November last a Mr. Gibbon, solicitor, was served with a *subpœna* in the matter of a bankruptcy to attend at the registrar's office at the Croydon County Court for examination, and to produce certain accounts. On the day fixed Mr. Gibbon having, as he alleged, missed a train, did not arrive until the sitting was over, and the trustee thereupon moved to commit him for disobedience to the order of the court, alleging that he had intentionally failed to attend. Eventually the deputy-judge made an order that Gibbon having failed to attend, without lawful excuse, in contemptuous disregard of a *subpœna*, should stand committed to prison for such contempt of court. A rule *nisi* was then obtained from the High Court to prohibit the county court judge from proceeding with the committal, but this was afterwards discharged by Grove, J., and Huddleston, B., whose judgment was appealed against to the Court of Appeal. The appeal was heard on the 23rd of May,

when the court (BRETT, M.R., and BOWEN and FRY, L.JJ.) reserved judgment, which they delivered a week later, dismissing the appeal on the ground that the Court of Chancery had undoubtedly power to commit in such a case, and that section 66 of the Bankruptcy Act, 1869, gave the same power to a local court of bankruptcy. The question whether the order was, under the circumstances, rightly made did not arise on the application for a prohibition. The only other case of an application for prohibition to a county court from proceeding under the Bankruptcy Act is *Harris* v. *Halliday* (22 W. R. 756, L. R. 9 C. P. 688), which was also unsuccessful. But in either case an appeal under the Bankruptcy Act itself against the order made by the county court might have met with a different fate. The jurisdiction to make the order complained of clearly exists, but the exercise of it under the circumstances seems open to question.

SOME RECENT DECISIONS of one of the judges of the Liverpool County Court, refusing to confirm resolutions accepting various compositions come to by the statutory majority of creditors under the new Bankruptcy Act, have given rise to some comment in that city. In each case the composition agreed to by the creditors is admitted to be a reasonable one, having regard to the liabilities and assets of the debtor, but the judge, acting upon the discretion given to him by the latter part of sub-section 6 of section 18 of the Act, has refused his sanction, on the ground that the debtor has committed one or more of the acts mentioned in sub-section 3 of section 28. It appears that this course has been taken in every case that has yet come before that court, but it is satisfactory to know that the point is to be taken on appeal in more than one of these cases, so that we shall have the directions of the higher judicial authorities upon the manner in which the discretion given by section 18 is to be exercised.

RESTRAINTS ON ALIENATION.

A REPORT will be found in another column of the case of *Rosher* v. *Rosher*, which was decided last week by Mr. Justice Pearson. The learned judge seems to have thought that his decision was somehow in conflict with the generally-received opinions upon the subject which stands at the head of this article; and, even during the brief time which has elapsed since it was delivered, we have heard it spoken of as being almost daring in its boldness, though marked by very great ability. We should not easily be induced to question the eminent ability of that learned judge, and have nothing to urge against the latter part of this criticism. But we conceive that we may be doing good service to the profession by pointing out, that the learned judge's decision does not appear to contain anything that is not in accordance with the most venerable authorities, and that, if the opinions of some later text-writers upon this subject are not in accordance with his lordship's decision, they admit of being corrected out of Lord Coke and the Touchstone.

The material facts were as follows:—A testator devised lands to his son in fee simple, but the will purported to provide that, if the son, or any person claiming under him, should desire to sell the lands, or any part thereof, in the lifetime of the testator's widow, the widow should have the option of purchasing the same at the price of £3,000 for the whole, or a proportionate price for a part. It was admitted that at the date of the will, and at the time of the testator's death, the market value of the lands was £15,000. The present action was instituted to test the validity of the condition sought to be imposed upon the gift to the son; and, upon a special case stated for the opinion of the court, Mr. Justice Pearson held that the condition was void, and that the son took an absolute fee simple, discharged from the widow's conditional right of pre-emption at a fixed price.

The judgment may be distributed into two parts, one comprising the observations in which the learned judge gives the grounds of his own opinion, and the other comprising those in which he criticises the previous authorities. The learned judge's own argument we take to consist of the following steps:—(1) This condition amounts to an *absolute* restraint on alienation during the life of the widow; because to compel the son to throw away four-fifths of the value of the estate is equivalent to compelling him not to sell at all; (2) an *absolute* restraint on alienation is repugnant to the essential characteristics of a fee simple, and is, therefore, void, even though it is sought to be imposed only during a limited period, such as the lifetime of a person in being.

Of these two propositions, the first is composed of the very words used by his lordship; and must, therefore, be supposed accurately to represent his meaning. And he commenced his judgment with these words, so that all the rest of it must be taken in connection with this fundamental proposition. But when once it is settled that the restraint sought to be imposed in this case was (while it lasted) an *absolute* restraint, the second proposition above laid down is sufficient to complete the learned judge's case. There was no need to inquire whether a *partial* or *limited* restraint may lawfully be imposed upon alienation during the space of a life in being; because, by hypothesis, the present case was concerned with an *absolute* restraint.

This seems to be so clear that we have some difficulty in seeing the necessity for his lordship's apparent dissent from certain authorities, who merely lay it down that a *partial* restraint on alienation may lawfully be imposed during a limited time. His lordship felt himself obliged to express a respectful dissent from some of the *dicta* of the late Master of the Rolls in *In re Macleay* (23 W. R. 718, L. R. 20 Eq. 186). We would humbly beg leave respectfully to wonder why he was at the pains to do this; seeing that (if the attempted restraint in the present case really was *absolute*, and not only *partial*) there does not seem to be a single word in *In re Macleay* to conflict with his own decision in *Rosher* v. *Rosher*, but very much to support it. What were the concluding words of the Master of the Rolls, in which he sums up his whole previous argument in that case? Why these:—"Therefore, I consider that . . . this case being a *limited* restriction upon alienation, *the condition is good.*" It not only does not appear that the Master of the Rolls would have thought the condition good in *In re Macleay* if it had been an *absolute* restraint on alienation, but it appears with the greatest clearness that he thought all absolute restraints void, even though imposed only for a limited time. He deduced this doctrine completely to his own satisfaction, and, if we may humbly say so, to ours, from the passages of Lord Coke and the Touchstone which he cited in his judgment.

One case, indeed, appears in Mr. Justice Pearson's judgment, *Large's case* (2 Leon. 82, 3 Leon. 182), which does seem, at first sight, to be an authority for the proposition that an absolute restraint on alienation may lawfully be imposed for a limited time. But his lordship gave reasons for thinking that this case, when rightly viewed, is no authority at all for that proposition. We are not sure that we quite understand those reasons; but that is a matter of no importance, the important point to notice being the fact that his lordship denied the case to be any authority for the obnoxious proposition.

Since, therefore, the decided cases, and even the text-book writers (except some of the later ones, who have been misled by their misunderstanding of *Large's case*), seem to be agreed that there can be no absolute restraint, even for a limited time, imposed upon the alienation of a fee simple, we confess ourselves at a loss to account for his lordship's complaint "that exceptions had been admitted" to the wholesome rule which he intended to apply to the present case. We cannot find that any exception exists which presents the least obstacle to the application which he intended to make. There is no exception (for the learned judge denied *Large's case*, when rightly viewed, to be one) to the only rule that was needed for the present purpose; which, by hypothesis, was concerned with an *absolute* restraint on alienation.

We therefore think that the learned judge, instead of making complaints about the state of the law, might, without impropriety, have congratulated himself upon the facility with which it could be applied to the case before him. We do not understand how far the learned judge meant, by these complaints, to express the opinion that a *partial* restraint ought not, during a limited period, to be permitted by the law to be imposed upon the alienation of a fee simple; but we would beg leave to point out that, by his own showing, such an expression of opinion would be *obiter dictum*, since it was quite unnecessary to the decision of the case before him.

REVIEWS.

NEGLIGENCE.

A TREATISE ON THE LAW OF NEGLIGENCE. By HORACE SMITH, Barrister-at-Law. SECOND EDITION. Stevens & Sons.

We are glad to find that the favourable opinion which we expressed in reviewing the first edition of this work has been so far indorsed by the profession that a second edition has now become necessary. The work is considerably enlarged; new chapters have been added on the Employers' Liability Act, Neglect of Duties by Trustees, Directors of Companies, and Stockbrokers; and there are appendices which contain the judgment of the Master of the Rolls in *Heaven* v. *Pender*, and a very interesting and vigorous criticism on the case of *Clayards* v. *Dethick*, by Lord Bramwell, embodying his lordship's well-known views on the subject of negligence, which has been printed by permission, together with a commentary thereon by the author. The work, in its present form, appears to us to be one of great value both to the practitioner and student of law. It is not merely a book of reference, though it is likely to be very valuable in that capacity. It not merely a digest of decisions arranged under appropriate heads; but it really answers to its title, and is a treatise on the law of negligence. The author's aim has been to treat the subject scientifically, and to educe general principles from the decisions. We will not undertake to say that in all cases he has succeeded, to our mind, in enuciating perfectly satisfactory and exhaustive general rules—as to the possibility of which we feel very sceptical; but, even when we feel inclined to doubt the absolute soundness of his proposition as applied to all cases that might arise, we feel sure that the mode in which he discusses the subject will tend greatly to elucidate it, and to assist the reader in forming a conclusion. We might easily be led, in discussing some of his propositions on most interesting topics of the law of negligence, to enter into disquisitions which would exceed the space at our disposal. For instance, the work contains a very valuable chapter on the subject of contributory negligence, which the author defines as being "that sort of negligence which, being a cause of the injury, is of such a character that the defendant could not avoid the effects of it." We do not feel sure that this is a complete definition of contributory negligence, though we admit that it may be correct as applicable to such cases as *Davies* v. *Mann* (10 M. & W. 546, the well-known donkey case), and that it embodies the expressions of opinion contained in certain decisions. The definition seems very correctly applicable to cases where the alleged negligence of the plaintiff is prior in point of time to that of the defendant. If a man carelessly tethers his donkey so as to disturb the road, another must not recklessly drive into it. The proximate cause of the damage there is the defendant's negligence. But in cases where the defendant's negligence precedes the plaintiff's, we are not clear that the definition, construed in the widest sense of its terms, would always be correct. It hardly seems applicable, for instance, to the case of *Davey* v. *South-Western Railway Company* (L. R. 12 Q. B. D. 70), as decided in the Court of Appeal. There it was held some evidence of negligence that the defendants' train did not whistle on coming to a level crossing, situated as the crossing in that case was; but it being proved that the deceased, if he had looked up the line, could have seen the advancing train for a long distance, it was held that he was guilty of such contributory negligence as to disentitle him to recover. It can hardly be inferred that, though the defendants' train had whistled, the deceased would have rushed on to the rails all the same. But, as we have said, even in cases where we are not entirely satisfied with the definitions of the author, we feel quite sure the book will be found of very great value.

THE NEW PRACTICE.

R. S. C., 1883, ORD. 31, RR. 21, 22; ORD. 41, R. 5—ATTACHMENT—ORDER FOR PRODUCTION OF DOCUMENTS—INDORSEMENT OF MEMORANDUM ON ORDER.—In a case of *Hampden* v. *Wallis*, before the Court of Appeal on the 28th ult., the question arose whether rule 5 of order 41, which requires that upon the copy of a judgment or order which is served on the person required to obey the same there shall be indorsed a memorandum stating the consequences of disobedience, applies to all judgments or orders, or only to those of which personal service is required. In the present case an order was made on the 28th of March that the defendant should file an affidavit of documents within seven days. A copy of the order was served on the defendant's solicitor, as provided by rule 22 of order 31, but the copy was not indorsed with the memorandum mentioned in rule 5 of order 41. On the 7th of April the defendant took out a summons for further time, but his application was refused. The plaintiff moved for an attachment against the defendant for his disobedience to the order. Chitty, J. (*ante*, p. 532), held that the indorsement was unnecessary when an order was not served personally, but on the solicitor, and he granted the application. The Court of Appeal (BAGGALLAY, COTTON, and LINDLEY, L.JJ.) reversed the decision. They said that there was nothing to limit the generality of the terms of rule 5 of order 41, which speaks of "every judgment or order." And they held that the defendant's application for further time did not amount to a waiver of the irregularity.—COUNSEL, *Oswald*; *Whitehorne*, Q.C., and *Tremlett*. SOLICITORS, *Eldred & Bignold*; *Eardley-Holt & Richardson*.

PRACTICE—TRUSTEE RELIEF ACT—PAYMENT INTO COURT—APPOINTMENT OF TRUSTEE—NOTICE—SUPREME COURT FUNDS RULES, 1884, R. 41—CHANCERY FUNDS CONSOLIDATED RULES, 1874, R. 34.—In a case of *In re Stening*, before Pearson, J., on the 30th ult., the question arose to what persons notice of the affidavit made by a trustee, on his paying money into court under the Trustee Relief Act, ought to be given. Rule 34 of the Chancery Funds Rules of 1874 required the trustee to state in his affidavit filed on paying the fund into court the names of the persons interested in or entitled to the fund. Rule 41 of the Supreme Court Funds Rules of 1884 (which repeal the Rules of 1874) does not expressly require that the affidavit to be filed by a trustee, on lodging funds in court under the Trustee Relief Act, shall state the names of the persons interested in or entitled to the fund. Rule 5 of the Chancery Funds Consolidated Rules, 1874, therefore, which provided that notice of the payment into court should be given by the trustee to the several persons named in his affidavit as interested in or entitled to the fund, is inapplicable. In the present case the trustee's affidavit in fact stated the names of the persons interested in the fund, and the court was asked to give directions as to notice. PEARSON, J., directed that notice of the payment into court should be given to the persons interested just as if rule 34 of the Consolidated Rules of 1874 was still in force.—COUNSEL, *W. Renshaw*. SOLICITORS, *Renshaws*.

PRACTICE APPEALS.*

(Before STEPHEN and MATHEW, JJ.)

May 23.—*Hunter* v. *Hillman*.

Judicature Act, 1873, s. 67—Ord. 65, r. 4.

When an action against a defendant out of the jurisdiction is commenced in the superior court, and removed to the county court, section 5 of the County Courts Act, 1867, has no application, and the costs are in the discretion of a judge at chambers.

This was an appeal from an order of Mathew, J., in chambers, giving the plaintiff the costs of the action upon the scale of the Supreme Court.

The action was commenced by writ in the High Court of Justice, whereby the plaintiff claimed £10 14s. as balance of an account for commission upon goods sold. The plaintiff obtained leave to serve the writ out of the jurisdiction upon the defendant in Bavaria, and the defendant applied, without success, to have the writ set aside. A defence was then delivered, and this was followed by a reply and joinder of issue. On the 10th of March the plaintiff obtained an order remitting the action to the county court at South Shields. Five days before the hearing in the county court the defendant paid the amount of the claim into that court. The plaintiff's solicitor applied to the county court judge for a certificate that there was sufficient reason for bringing the action in the superior court, but the judge returned, upon his certificate, that he made no order as to costs or otherwise.

Upon the 8th of May the plaintiff applied to Mathew, J., in chambers, for a certificate to the same effect, and obtained the order appealed from.

Brynmôr Jones, for the defendant.—The result of the order is simply to punish the defendant for residing out of the jurisdiction. If he lived in England the action would have originated in the county court. By ord. 65, r. 4, where an action is ordered to be tried in a county court, under the provisions of 19 & 20 Vict. c. 108, s. 26, the costs shall, subject to the provisions of the principal Act and the Rules, follow the event, unless, by the registrar's certificate of the result of the trial, it shall appear that the judge before whom the action was tried was of opinion that the question of costs ought to be referred to a judge of the High Court. Here no such certificate was given, and, having recovered less than £20, the plaintiff can only have costs upon the county court scale.

Lawson Walton, for the plaintiff.

The COURT held that since, owing to the defendant's foreign domicile, the action could not have been commenced in the county court, section 67 of the Judicature Act, 1873, did not apply, and that the application was properly made to a judge in chambers, who had discretion under ord. 65, rr. 1, 4, to entertain it.

Appeal dismissed, with costs.

Solicitor for the plaintiff, *Newlands*, South Shields.

Solicitors for the defendant, *Lousada & Emmanuel*.

(Before GROVE and DAY, JJ., and HUDDLESTON, B.)

May 28.—*Jalm Kyrburg* v. *Posnanski*.

A judge in chambers may order a writ of attachment to issue, and it is not a valid objection to such attachment that the order to be enforced did not prescribe a definite time for compliance.

This was an appeal from an order of Mathew, J., ordering the defendant to be attached for disobedience to an order, whereby Field, J.,

* Reported by CHARLES CAGNEY, Esq., Barrister-at-Law.

directed him to deposit in court certain bills of exchange, handed to him by the plaintiff for the purpose of discounting, and in respect of which the plaintiff brought an action of detinue. It appeared that the order of Field, J., simply required the defendant to deposit the said bills under penalty of attachment without mentioning any time within which to comply, but that the copy of the order served upon the defendant was indorsed with a notification that he should deposit them within ten days.

Kowalski.—There are three objections to the validity of this attachment—firstly, the judge had not jurisdiction to make an order for attachment in chambers; secondly, there was no disobedience to the order of Field, J., as that order prescribed no time for compliance; and, thirdly, the defendant ought not to be punished upon the merits of the case. As to the jurisdiction of a judge in chambers, section 39 of the Judicature Act, 1873, confers no power which did not exist before the Judicature Acts. Prior to those Acts, attachment was a prerogative of courts of record only, and a judge in chambers was not, and is not, a court of record: *R.* v. *Faulkner* (2 Cr. M. & R. 533), *Fall* v. *Fall* (2 Dowl. 88). Section 16 of the Act of 1873 makes the High Court a court of record, but not a judge in chambers. Moreover, ord. 44, r. 2, and ord. 52, rr. 2, 3, and 4, show that it was intended that attachment should only be obtained by notice of motion, which is necessarily to the court: *Knight* v. *Gardner* (W. N., 1883, p. 162). As to the second objection, it is necessary that the order which is to be obeyed should prescribe a definite time. It cannot be that a party is at liberty himself to supply that. There should be a supplementary order of the court as to time, if a limitation is not originally made: Daniell's Ch. Pr., i., 903.

The discussion as to the merits is here omitted.

Lamaison, for the plaintiff, relied upon the words contained in section 39 of the Act, "or as may be directed, or authorized to be so heard, by any rules of court to be hereafter made." The rules give power to a judge in chambers to order an attachment. The word "judge" in ord. 44, r. 2, must mean "a judge in chambers," as shown by the wording of ord. 52, r. 1, where a judge in court is specially described. [He referred also to ord. 42, rr. 6 and 24, as supporting his contention, also to ord. 52, r. 3, as showing that attachment might, under certain circumstances, be granted upon an *ex parte* application, which it could not have been intended should be necessarily made to a court.] As to the defendant's objection that the order of Field, J., prescribed no definite time for compliance, the order and indorsement were in accordance with the usual practice: Chitty's Archbold, 1387.

Day, J.—The case presents much difficulty. For many reasons I am glad that my brothers see their way to upholding the order of Mathew, J. It is, no doubt, expedient that a judge in chambers should have power to enforce his own order directly by attachment. I cannot bring myself to see that he has that power under the Judicature Acts or the Rules of Court. Before those Acts, it is admitted that a judge sitting in chambers could not order an attachment, which was only procured by making the order which it was sought to enforce a rule of court, and applying for attachment to the court. Section 39 of the Act of 1873 gives a judge in chambers no power which he had not before. Nor, in my opinion, do the rules confer upon him the power to attach. Ord. 44, r. 2, which is chiefly relied upon, is in negative terms and prohibitory in its character. Its only effect is to abolish the former *ex parte* writs of attachment, by whomsoever granted. I do not think the word "judge" necessarily means a judge sitting in chambers.

Huddleston, B.—I am of a different opinion. No doubt we must have clear authority for anything affecting the liberty of the subject. On the other hand, it has been the practice for ten years to order attachment in chambers, and motives of convenience recommend this course. I think, in reading section 39, "respectively" may be construed as a distributive, and equivalent to "either." So read, the section would directly give a judge in chambers the power contended for, as it is well known that, before the Judicature Acts, it was an ordinary thing for a single judge sitting in court to exercise the power of attachment, not only in Chancery, but also in the Queen's Bench. Under the Rules of Court, I think it is clear that power to order attachment is conferred upon the judge in chambers; otherwise the words "or a judge," in ord. 44, r. 2, would be meaningless. Upon the second point I entertain no doubt whatever. The order of Field, J., was to be obeyed within a reasonable time, and ten days was such.

Grove, J.—Under the latter part of section 39 of the Act, a judge in chambers may order attachment if the rules direct or authorize such a power. Ord. 44, r. 2, and ord. 52, r. 1, necessarily indicate that such a power exists. As to the second objection, it is not the usual course for a judge to draw up an order fully with all its terms. He indorses upon the summons or application that he makes an order, and the usual terms are afterwards filled in. What was done in this case was only consistent with the usual practice.

Appeal dismissed, with costs.

Solicitor for the plaintiff, *Hulbert*.

Solicitors for the defendant, *Mozley & Dennison*.

Mr. Justice Watkin Williams, who has been absent from the courts for some time, in consequence of indisposition, has now quite recovered, and will resume his judicial duties at the ensuing Trinity Sittings.

"A Firm of Solicitors" write to the *Times*:—"We have just had to pay 4s. 2d. penalty on two books posted at the parcel rates, but unfortunately without the words 'parcel post' written on their covers. If you will give notoriety to this you will probably save many a person from suffering through an unintentional infraction of the subtle rules of the Post Office."

CASES OF LAST WEEK.

Divorce—Variation of Settlement—Power of Court over Capital—22 & 23 Vict. c. 61, s. 5—41 Vict. c. 19, s. 3.—In a case of *Ponsonby* v. *Ponsonby*, before the Court of Appeal on the 29th ult., a question arose as to the power of the Divorce Division, under section 5 of the Act, 22 & 23 Vict. c. 61 (since extended by section 3 of the Act, 41 Vict. c. 19, to a case where there are no children of a marriage), after a final decree of dissolution of marriage has been made, to "inquire into the existence of ante-nuptial or post-nuptial settlements made on the parties whose marriage is the subject of the divorce, and make such orders with reference to the application of the whole or a portion of the property settled either for the benefit of the children of the marriage, or of their respective parents, as to the court shall seem fit." In the present case the court was asked by a wife, whose marriage had been dissolved by reason of the husband's cruelty and adultery, to empower the trustees to apply the capital of a sum, the subject of a post-nuptial settlement made by the husband, for her benefit. The court (Baggallay, Cotton, and Lindley, L.JJ.), affirming the decision of Butt, J., held that there was jurisdiction to deal with the capital, but that, under the circumstances, the proper order was to give the wife half the income of the fund.—Counsel, *Searle*; *Middleton*. Solicitors, *Prideaux & Sons*; *Gueostte & Co.*

Fraud on Bankruptcy Law—Contract to build Ship—Power for Purchaser to seize and use Builder's Materials in Bankruptcy of Builder.—In a case of *Ex parte Barter*, before the Court of Appeal on the 29th ult., a question arose as to the validity of a stipulation in a contract for the building of a ship enabling the purchaser, in the event (*inter alia*) of the bankruptcy of the builder before the completion of the ship, to enter upon and seize materials belonging to the builder, and to use them in the completion of the ship. The contract was entered into between the builder and the buyer on the 13th of September, 1882. By it the builder agreed to build and sell to the buyer a ship which was to be built and delivered by the 1st of May, 1883. The price was to be £12,000, payable in certain instalments, the first on the keel being laid. It was provided that, from and after the payment of the first instalment, the ship and engines and all belonging to her or them, or to so much thereof as should be then built or bought, or ordered for her or them, should be and remain the absolute property of the buyer, subject only to the lien of the builder for unpaid purchase-money. [This clause was referred to in the judgment of the court as the "vesting clause."] There was a further provision that, if at any time the builder should cease working on the ship for fourteen days, or should allow the time for completion and delivery to expire for one month without the same having been completed and ready for delivery, or in the event of the bankruptcy or insolvency of the builder, it should be lawful then and thenceforth for the buyer to cause any person nominated for that purpose by him to enter upon and take possession of all materials prepared or provided or in the course of preparation for the ship, and to cause the ship to be completed by any person whom he might see fit to employ in such completion, or to contract with some other person for the completion of the ship, and to employ such materials of and belonging to the builder as should be then on his premises, and which should either have been intended to be, or be considered fit and applicable for the purpose, and for this purpose to use the builder's yard, plant, and tools; and for this purpose the agreement was to operate by way of leave and licence as well as by way of contract, and it was to be lawful for the buyer to deduct any payments he might make to the person employed by him to complete the ship from the payments agreed to be made by him to the builder. [In the judgment of the court the power to take possession was referred to as the "seizure clause," and the power to use materials as the "user clause."] The first instalment of the purchase-money was paid to the builder in November, 1882. On the 7th of February, 1883, the builder filed a liquidation petition, thus committing an act of bankruptcy. On the 9th of February the agents of the buyer authorized S., in the terms of the seizure clause, to enter upon and take possession of the ship and of all materials prepared or provided or in course of preparation for the ship, and on the same day S. took formal possession of the ship and of certain materials. The "seizure clause" (as the court held) only authorized the buyer to seize property already belonging to him under the "vesting clause," and S. (as the court held on the evidence) did not, in fact, take possession of any other property. A receiver appointed under the liquidation petition went on with the building of the ship, S. not interfering with the use for this purpose of the materials of which he had taken possession. On the 28th of February, however, the receiver ceased working, and nothing was done to the ship till the 7th of March. On the 6th of March the agents of the buyer entered into an agreement with D. to complete the ship, on the terms (*inter alia*) that D. was to have the benefit of buyer's rights under the "seizure" and "user" clauses of the building agreement, and immediately afterwards D. commenced working on the ship, received from S. possession of the materials which S. had seized, and used in the building of the ship some materials belonging to the builder which were in the yard. On the 14th of March the builder was adjudicated a bankrupt, and the trustee in the bankruptcy claimed to make the agents of the buyer, and also D., liable for the value of the builder's materials which had been thus converted. The court (Cotton, Bowen, and Fry, L.JJ.) held that D. was liable, but that the buyer's agents were not. Fry, L.J. (who delivered the judgment of the court), said that the agents could not be held liable simply because they, as agents for the buyer, subrogated D. to all the rights of the buyer in respect of the materials. As to D., the question was whether, under

the "user clause," he could justify the appropriation of the builder's property. The bankruptcy of the builder was the event on which, in fact, the buyer's agents put in force the powers vested in the buyer by the agreement, and on which, therefore, D. must, *primâ facie*, be taken as justifying the exercise of the power given by the "user clause." In their lordships' opinion a power upon bankruptcy to control the user after bankruptcy of property vested in the bankrupt at the bankruptcy was invalid. The general rule on this subject was expressed by Mr. Swanston (1 Swan. 481n.) in language which was, in *Whitmore* v. *Mason* (2 J. & H. 209), adopted by Lord Hatherley as accurate:—"The general distinction seems to be that the owner of property may, on alienation, qualify the interest of his alienee by a condition to take effect on bankruptcy; but cannot, by contract or otherwise, qualify his own interest by a like condition, determining or controlling it in the event of his own bankruptcy, to the disappointment or delay of his creditors; the *jus disponendi*, which for the first purpose is absolute, being, in the latter instance, subject to the disposition previously prescribed by law." It was argued that the clause in question was for the benefit, not for the detriment, of the creditors, because the completion of the ship would lessen the amount for which the buyer might otherwise prove in the bankruptcy. This argument was fallacious, because, in the absence of the clause in question, the trustee in the bankruptcy would have had the election to complete the ship or not, as might seem best for the creditors, but this clause transferred that election to the buyer, and put him in possession of a power to complete the ship when the trustee might prefer to abandon it. It had been further argued that D. could justify under the user clause as arising on the cesser of working for fourteen days, on the ground that the receiver had in fact refused to go on, and that, although the fourteen days had not run, there was every reason to believe that the work would never be resumed. But, in their lordships' opinion, it was not competent to the buyer, having entered as from the bankruptcy, to rely on a subsequent cesser of working. No doubt an entry might be justified on the ground of any one or more of the stipulated events antecedent to the entry. But their lordships thought that a cesser of working after an entry was not a cesser of working within the intent and meaning of the agreement. Moreover, D. commenced working on the ship within the fourteen days allowed, and thereby in fact prevented a resumption of work by the builder, or those claiming under him.—Counsel, *Cooper Willis*, Q.C., and *Creed*; *J. E. Linklater*; *Winslow*, Q.C., and *H. Reed*. Solicitors, *Kearsey, Son, & Hawes*; *Lowless & Co.*; *Stocken & Jupp*.

Company—Winding-up Petition—Cost-book Mine—Inspection of Company's Documents by Petition—Stannaries Court Act, 1855 (18 & 19 Vict. c. 32), s. 22.—In a case of *In re The West Devon Great Consols Mine*, before the Court of Appeal on the 30th ult., a question arose as to the effect of section 22 of the Act 18 & 19 Vict. c. 32, which, in the case of a mining partnership on the cost-book system, enables the Vice-Warden of the Stannaries Court, on the application of any shareholder, founded on sufficient grounds and affidavit, to make an order for the "production of the cost-books of the mine, list of adventurers, and such other books and documents relating to the mine and the management thereof as the Vice-Warden shall think proper, for inspection of such applicant." A member of the company, who had presented a winding-up petition, asked that the petition might stand over, in order that he might apply for an order for inspection, and the Vice-Warden ordered the petition to stand over, and afterwards made an order for inspection. The Court of Appeal (Baggallay, Cotton, and Lindley, L.JJ.) affirmed the orders. They held that, though the pendency of a winding-up petition was not of itself a sufficient ground for ordering inspection on the application of the petitioner, to enable him to make out his case, yet, on the other hand, it was not a sufficient reason for refusing inspection if the petitioner could, on other grounds, make out a proper case for it. This the court held that the petitioner had done in the present case, and they declined to interfere with the exercise of the discretion of the Vice-Warden.—Counsel, *Northmore Lawrence*; *Grosvenor Woods*. Solicitors, *Kirby, Son, & Verden*; *A. S. Ramskill*.

Vendor and Purchaser—Contract for Sale of Real Estate—Failure of Purchaser to Complete—Right to Recover Deposit—Time of Essence of Contract—Judicature Act, 1873, s. 25.—In a case of *Howe* v. *Smith*, before the Court of Appeal on the 29th ult., a question arose as to the right of a purchaser of real estate, who has made default in completing his contract, to recover from the vendor the deposit which he made on entering into the contract for sale. The agreement was entered into on the 24th of March, 1881, and by it the defendant agreed to sell, and the plaintiff agreed to buy, some real estate for £12,500, of which £500 was stated in the contract to have been paid by the plaintiff on the signature of the agreement "as a deposit and in part payment of the purchase-money." The balance of the purchase-money was to be paid on the 24th of April, 1881, and there was a condition that if the purchaser should fail to comply with the provisions of the agreement the vendor should be at liberty to resell the premises, and that the deficiency on such second sale, with all expenses attending the same, should be made good by the defaulter, and be recoverable as liquidated damages. The purchaser failed to pay the balance of his purchase-money on the day stipulated, and he was, in the opinion of the court, guilty of such delay and neglect in completing, that he had lost all right to the specific performance of the contract in equity. He, however, claimed to have the £500 deposit repaid to him by the vendor. The court (Cotton, Bowen, and Fry, L.JJ.) held that he was not entitled to recover it. Fry, L.J., said that the authorities appeared to leave it in some doubt what was the meaning of the expression "a deposit and in part payment of the purchase-money." Some of them, such as *Palmer* v. *Roberts* (9 A. & E. 508), and *Ockenden* v. *Henly* (E. B. & E. 492), leant in the direction of the view that, in the absence of direct stipulation, the deposit was not forfeited by mere non-performance. On the other hand, in *Collins* v. *Stimson* (L. R. 11 Q. B. D. 142), Pollock, B., said, "The inference is that such a deposit is paid as a guarantee for the performance of the contract, and where the contract goes off by default of the purchaser, the vendor is entitled to retain the deposit." His lordship conceived that money paid as a deposit must be paid on some terms implied or expressed. In the present case no terms were expressed, and the question was, what terms were to be implied. The terms most naturally to be implied appeared to him, in the case of money paid on the signing of a contract, to be that, in the event of the contract being performed, it should be brought into account, but, if the contract was not performed by the payer, it should remain the property of the payee. It was not merely a part payment, but was also an earnest to bind the bargain so entered into, and created by the fear of its forfeiture a motive in the payer to perform the rest of the contract. The practice of giving something to signify the conclusion of the contract—sometimes a sum of money, sometimes a ring or other object, to be repaid or re-delivered on the completion of the contract—appeared to be one of great antiquity and very general prevalence. Our own word "earnest" had been supposed to flow from a Phœnician source, through the ἀρραβὼν of the Greeks, the *arra* or *arrha* of the Latins, and the *arrhes* of the French. The general rule of the Roman law appears to have been this (Instit. III. 24.):—"*Is qui recusat adimplere contractum, si quidem est emptor, perdit quod dedit; si vero venditor, duplum restituere compellitur, licet super arrhis nihil expressum sit.*" And the earnest did not lose that character because the same thing might also avail as part payment. From the Roman law the principles relating to the "earnest" appeared to have passed to the early jurisprudence of England. Although the liability of the vendor to return to the purchaser twice the amount of the deposit had long since been departed from in our law, a passage in Bracton (II. 27) seemed an authority for the proposition that the "earnest" was lost by the party who failed to perform the contract. That "earnest" and part payment were two distinct things was apparent from section 17 of the Statute of Frauds, which dealt with them as separate acts, each of which was sufficient to give validity to a parol contract. Taking these early authorities into consideration, it might be concluded that the deposit in the present case was the "earnest" of our earlier writers; that the expression used in the present contract, that the money was paid "as a deposit and in part payment of the purchase-money," related to the two alternatives, and declared that, in the event of the purchaser making default, the money was to be forfeited; and that, in the event of the purchase being completed, the sum was to be taken in part payment. Such being his lordship's view of the nature of the deposit, it appeared to him clear that the purchaser had lost all right to recover it, if he had lost both his right to specific performance in equity and his right to sue for damages for non-performance at law. That the purchaser, in the present case, had by his delay lost all right to specific performance that court had already decided; it remained to inquire whether he had also lost all right to sue for damages for its non-performance. In his lordship's opinion, the time fixed by a contract for the payment of the balance of the purchase-money and the completion of the contract was, according to the law as it stood before the Judicature Act, 1873, of the essence of the contract, so that non-payment on that day, provided it was not caused by the default of the vendor, authorized the vendor at law to treat the contract as rescinded: *Stowell* v. *Robinson* (3 Bing. N. C. 928); *Noble* v. *Edwards* (L. R. 5 Ch. D. 378); Sugden's Vendor and Purchaser, c. 6, s. 1. The effect of section 25 of the Judicature Act, 1873, was, in his lordship's opinion, that the purchaser seeking damages was no longer obliged to prove his willingness and readiness to complete on the day named, but might still recover if he could prove such readiness and willingness within a reasonable time after the stipulated day. On the facts of the present case his lordship came to the conclusion that the purchaser could not show a readiness and willingness to complete, either on the day fixed, or within a reasonable time after, but, on the contrary, there was such a protracted default on the purchaser's part, notwithstanding the urgency of the vendor, as justified the vendor in treating the purchaser as refusing to complete, and the contract as rescinded. The purchaser had been guilty of such delay, to be measured by the rules of law and of equity, as deprived him of his right to specific performance, and of his right to maintain an action for damages, and under these circumstances his lordship held that the purchaser had no right to recover his deposit. Another point had been raised. The vendor declined to perform the contract on the ground of delay on the part of the purchaser; the purchaser brought this action, and about six months afterwards the vendor re-sold the property at the original price. The plaintiff contended that the defendant thereby lost all right of retaining the deposit. If the vendor had chosen to re-sell under this power, and to sue the purchaser for the deficiency, he would, in his lordship's opinion, and in accordance with *Ockenden* v. *Henly*, have been obliged to bring the deposit into account. But that was not the course which he had pursued. It appeared to his lordship that, when the purchaser had failed in his part down to the last moment which law or equity gave to him, the vendor's title was absolute, both to the whole legal and equitable estate in the land sold, and also, by force of the terms of the deposit, to the deposited money, and that the purchaser could recover no right in the deposit money because the vendor chose to sell his land, as he was entitled to do, under his title as absolute legal and equitable owner (*vide* Sugden's Vendors and Purchasers, 13th ed., c. 1, s. 2, par. 76). Whether a provision such as that in the present contract gave the vendor a power of re-sale for a default in performance on the day named it was not necessary to inquire. But, in

his lordship's opinion, where there had been such a default as justified the vendor in treating the contract as rescinded, the power to re-sell gave the vendor an alternative remedy, so that he might either affirm the contract and sell under that power, or rescind the contract and sell under his absolute title. If he acted under the power of sale he must bring the deposit into account in his claim for the deficiency; if he sold as owner he might retain the deposit, but he lost his claim for the deficiency. COTTON, L.J., and BOWEN, L.J., gave judgment to the same effect.—COUNSEL, *W. Pearson*, Q.C., and *Chisholm Batten*; *Graham Hastings*, Q.C., and *Kingdon*. SOLICITORS, *C. C. Parr*; *Walter White*.

PRACTICE—LUNATIC TRUSTEE—VESTING ORDER—TRUSTEE ACT, 1850, ss. 5, 32.—In a case of *In re Martyn*, before the Court of Lunacy on the 26th ult., the court was asked, in a case in which one of three trustees of a will had been found a lunatic, to make an order vesting the right to call for a transfer of, and to transfer, a sum of stock, subject to the trusts of the will, which was standing in the names of the three trustees, in the other two trustees who were of sound mind, without appointing a new trustee in the place of the lunatic. There has been some conflict of authority on this pomt. In *In re Harford's Trusts* (L. R. 13 Ch. D. 135), Jessel, M.R., appointed three trustees of a will sole trustees in place of themselves and a fourth, who had absconded. In *In re Nash* (L. R. 16 Ch. D. 503), Cotton, L.J., in a case where one of three trustees had become a lunatic, declined to make an order vesting the right to transfer stock in the two trustees who were of sound mind, but required that a new trustee should be first appointed in the place of the lunatic. In *In re Aston* (L. R. 23 Ch. D. 217), Jessel, M.R., though he said that he adhered to the opinion which he had expressed in *In re Harford's Trusts*, adopted the view of Cotton, L.J., in order to secure uniformity in the practice of the court. In the present case it appeared that the tenant for life of the fund had recently died, and the fund was immediately distributable among the persons entitled in remainder. The trustees desired to sell the stock for the purpose of dividing the proceeds, but could not do so by reason of the lunacy of the third trustee. Under these circumstances, the court (BAGGALLAY, COTTON, and LINDLEY, L.JJ.) made the vesting order asked for. COTTON, L.J., said that he always objected to ousting a trustee by appointing in his place someone who was already a trustee. But it was a different matter if the trust was really at an end. In such a case he thought that the trustees who were of sound mind might have the power of dividing the fund without appointing a new trustee in the place of the lunatic. Of course, they would make the division on their own responsibility.—COUNSEL, *S. Dickinson*. SOLICITORS, *Brundrett, Randall, & Govett*.

WINDING UP—SET-OFF—NOTES OF LIQUIDATING BANK IN HANDS OF ITS DEBTORS—JUDICATURE ACT, 1875, s. 10—BANKRUPTCY ACT, 1869, s. 39—BANKRUPTCY ACT, 1883, s. 38.—In the case of *In re The Oriental Bank Corporation*, before Chitty, J., on the 26th ult., the bank having stopped payment and gone into liquidation, a summons was heard as to the proper directions to be given to the provisional liquidator with reference to the acceptance by him of the notes of the bank in discharge of debts due to it. It appeared that on the 8th ult. an order was made in chambers giving the liquidator liberty to instruct the bank's agents at all their local branches not to accept the bank's notes in settlement of debts. CHITTY, J., said that the order of the 8th inst. was merely directory, and decided no question of rights. The holders of notes of the bank when it was wound up were creditors of the bank, but not creditors entitled to any preference or priority. In the present stage of the winding up it must be assumed that the assets were not sufficient for the payment in full of the debts of the bank, and to permit the liquidator to take notes in settlement of debts due to the bank would be obviously to allow him, by means of the set-off, to pay the notes in full. The result would be that the bank's debtors would buy up the notes and obtain payment of the notes in full. With reference to the law on the subject, it was settled that the mutual credit provisions of the Bankruptcy Act were, by the Judicature Act, 1875, s. 10, made applicable to a winding up (*Mersey Steel and Iron Company* v. *Naylor*, 31 W. R. 80, L. R. 9 Q. B. D. 648, and recently affirmed in the House of Lords). Those provisions were contained in the Bankruptcy Act, 1883, s. 38. The result was that those persons who were, at the winding up, holders of notes, and continued to be so, were entitled to set off the notes against any debts due from them to the bank. The right of set-off where it existed was fixed, as regards time, by the date of the winding up, and could not be acquired by any subsequent act on the part of a debtor. For instance, a debtor who acquired notes after the winding up had no right to set off the notes against the debt due from him. The burden of proving when he acquired the notes offered for acceptance was on the debtor who claimed a set-off. Any questions as to whether the stoppage of the bank as being equivalent to an act of bankruptcy, or the presentation of the winding-up petition as being equivalent to the commencement of the winding up, or the winding-up order itself as being equivalent to adjudication of bankruptcy, was to afford the date or time of the winding up, could not be determined on the summons then before the court. Such questions would be left open by the order he proposed to make. The order was in the following form:—The court being of opinion that debtors to the Oriental Bank Corporation, who are holders of notes of the bank, which are at the time of the winding up, and have since continued to be, held by them, are entitled to set off such notes against their respective debts, doth declare that the order of the 8th inst. is not to be deemed or construed to interfere with such rights of set-off now by law subsisting.—COUNSEL, *Macnaghten*, Q.C., and *Latham*; *The Solicitor-General*, *Romer*, Q.C., and *Buckley*; *Stirling*. SOLICITORS, *Freshfields & Williams*; *Sutton & Ommanney*; *Murray, Hutchins, & Stirling*.

LEGACY TO EXECUTOR—RENUNCIATION OF PROBATE—CONDITIONAL LEGACY.—In the case of *Re Appleton's Estate, Barber* v. *Tebbitt*, before Chitty, J., on the 27th ult., the question arose whether inequality of legacies to executors was a circumstance sufficient to rebut the presumption that a legacy to an executor is conditional on proving the will. It appeared that the testator by his will, after having given numerous legacies of different amounts, including a legacy of £1,000 to J. Tyler, and one of £300 to his executor J. Tebbitt, appointed those persons trustees and executors of his will. The testator made a codicil to his will containing words as follows:—"I give and bequeath to Frederick Oxley, solicitor, £200. I appoint the said Frederick Oxley executor and trustee in addition to those named in the will." The testator having died, Mr. F. Oxley renounced probate. CHITTY, J., said that the authorities on the question were not easy to follow, but to hold that mere inequality of amount was by itself sufficient to rebut the presumption of such legacies being conditional would be going beyond any previous decision. The testator in the present case had in one and the same breath appointed an executor and given him a legacy, and the inference was that the legacy was inseparable from executorship. He therefore held that Mr. Oxley not having acted as executor was not entitled to the £200.—COUNSEL, *Whitehorne*, Q.C.; *Badcock*; *Ince*, Q.C.; *Hamilton Humphreys*. SOLICITORS, *Johnson & Weatheralls*, for *Barber & Bowly*, Nottingham; *W. H. Crowder*.

COPYHOLDS—ESCHEAT—DEVISE IN TRUST—FAILURE OF TRUSTS.—In a case of *Gallard* v. *Hawkins*, before Pearson, J., on the 26th ult., the question arose whether, on the failure of the trusts of copyholds devised to trustees, the customary heir of the last-surviving trustee is entitled to hold for his own benefit, or whether the lord is entitled by escheat. A testatrix by her will, made in May, 1851, devised a copyhold estate to H. and his heirs, upon trust for J. for life, with remainder for charitable purposes which were void under the Mortmain Act. The testatrix died in July, 1851. H. declined to accept the trusts, and, in July, 1853, E. and K. were appointed trustees by the court, and in March, 1863, they were admitted tenants, to hold the property on the trusts of the will. K. survived E., and died, having, by his will, devised all estates vested in him on any trust to C. and W. in fee, on the trusts affecting the same. Neither of these trustees was admitted to the copyholds. W. was the survivor, and he died in March, 1880, without having made any devise of trust estates. His youngest daughter was his customary heiress according to the custom of the manor. The tenant for life under the will of the testatrix died in March, 1883. The testatrix left no customary heir. The youngest daughter of W., the last-surviving trustee, claimed, as his customary heiress, to be admitted to the copyholds for her own benefit. The lord refused to admit her, claiming to be entitled by escheat. PEARSON, J., said that, after the death of the survivor of the two trustees to whom the property was devised by the will of K., the tenant for life was entitled to have someone admitted as a trustee for her, and if, at the death of the tenant for life, there had been a trustee admitted on the court rolls, the lord could not have disturbed him. His lordship was of opinion that the customary heiress was now entitled to be admitted for her own benefit.—COUNSEL, *Cookson*, Q.C., and *A. Brown*; *Elton* and *Raven*; *Wolstenholme* and *Ralph Griffin*. SOLICITORS, *Lawrence, Plews, & Baker*; *F. Hickson*.

VENDOR AND PURCHASER—IMPERATIVE TRUST FOR SALE—SALE BY TRUSTEES—CONCURRENCE OF BENEFICIARIES.—In a case of *In re Tweedie and Mills' Contract*, before Pearson, J., on the 23rd ult., the question arose whether, on a sale of land by trustees under a trust for sale, the purchaser was entitled to require the concurrence of the beneficiaries. By a deed, dated in April, 1863, it was declared that J. and E., to whom the property had been conveyed in fee, should hold it on trust that they, or the survivor of them, or other the trustees or trustee for the time being, should, on the request in writing of H. and A. during their joint lives, and of the survivor during his or her life, and after the death of the survivor at the discretion of the trustees or trustee for the time being, sell the property, and invest the proceeds of sale as therein mentioned, and pay the income to A. during her life, and after her death to H. during his life, and after the death of the survivor should stand possessed of the trust fund in trust for the children of A. at twenty-one or marriage, with an ultimate trust, in default of issue of A., for her next of kin. H. and A. were both dead, and there were three children of A. all of whom had attained twenty-one. The surviving trustee put up the property for sale, subject (*inter alia*) to a condition that "the vendor sells and will convey as trustee for sale, and the concurrence of the persons beneficially interested shall not be required." The purchaser objected that the trustee could no longer sell without the assent of the beneficiaries, and required their concurrence in the conveyance. PEARSON, J., held that this concurrence could not be required. He said that the trust for sale was an imperative one, and the proceeds of sale had to be divided among the children. He thought that the delay in the exercise of the trust had not been so unreasonable as to enable him to say that the trust could not now be exercised. He thought that it ought to be exercised.—COUNSEL, *J. G. Wood*; *Theobald*. SOLICITORS, *Oliver Richards*; *A. F. & R. W. Tweedie*.

LEGACY TO LUNATIC NOT SO FOUND BY INQUISITION—APPLICATION OF INCOME FOR MAINTENANCE.—In a case of *Potter* v. *Whitham*, on the 27th ult., a testator had bequeathed £750 to his trustees on trust to pay the interest to his wife during her life. The action was brought to administer the testator's estate. The widow was a lunatic not so found by inquisition. PEARSON, J., following the precedent of *Vane* v. *Vane* (L. R. 2 Ch. D. 124), ordered the £750 to be carried to the separate account of the widow for

her life, and that the income should be paid to the plaintiff during her life, he undertaking to apply it for her maintenance and support.—Counsel, *B. Eyre; Oswald.* Solicitors, *J. W. Sykes; Crook & Carlill.*

Condition in Restraint of Alienation—Validity—Devise in Fee Simple.—In a case of *Rosher* v. *Rosher*, before Pearson, J., on the 28th ult., a question arose as to the validity of a condition in restraint of alienation annexed to a devise of an estate in fee simple. A testator devised an estate to his son in fee, provided always that if his son, or his heirs or devisees, or any person claiming through or under him or them, should desire to sell the estate, or any part or parts thereof, in the lifetime of the testator's wife, she should have the option to purchase the same at the price of £3,000 for the whole, and at a proportionate price for any part or parts thereof, and the same should accordingly be first offered to her at such price, or proportionate part or parts. The real selling value of the estate was, at the date of the will and at the time of the testator's death, £15,000. The question was whether the provision or condition as to offering the property to the widow was valid. It was contended that it did not really prevent alienation, and that, if it did, it was valid, as its operation was limited to the lifetime of the widow. Pearson, J., said that the condition was really that the son should offer the estate to the widow at one-fifth of its value. His lordship considered that it was an absolute restraint against selling during the life of the widow. To compel him to throw away four-fifths of the value of the estate was equivalent to compelling him not to sell at all. There was authority for so construing the condition in *Bragg and Tanner's case*, cited in Sheppard's Touchstone, 7th ed., vol. 1, p. 130. The question was, whether to a devise in fee a condition might be annexed that, during a limited time, the devisee should not alienate the estate. It was clear that the original rule of law was that a condition which was, in whole or in part, repugnant to the incidents, either expressed or implied, of an estate previously given, was absolutely void. An unlimited power of sale was an implied incident of an estate in fee simple, and the condition in the present case would be clearly void within the rule. But there could be no doubt that from time to time exceptions to this rule had been admitted. The law itself was perfectly plain and intelligible, and his lordship was at a loss to understand the exceptions. He thought that the principle of the original rule had been unwittingly departed from, and the consideration of policy allowed to come in. He wished that the law had been allowed to stand on the simple ground of repugnancy; there would then have been no uncertainty or confusion. He could not understand on what principle the cases which had admitted the exceptions had been decided, nor how the decisions were to be applied to future cases. If you read Sheppard's Touchstone you would find that the learned professors of the law had been perpetually at loggerheads as to what was a good condition in restraint of alienation, and the reason was that they had departed from the first principle of repugnancy. The decisions in favour of exceptions from the general rule were of no value as guides except where the circumstances were identical. His lordship, with all respect for Jessel, M.R., was compelled to express dissent from some of his *dicta* in *In re Macleay* (L. R. 20 Eq. 186). If there was a prohibition against selling, but the person prohibited could dispose of the estate in another way—by mortgaging it or leasing it for a very long term—his lordship thought the condition would be an absurd one, and that the court would not allow advantage to be taken of it in the case of a sale where the same thing could be in substance done in another way. The question remained whether any exception from the general rule had been established when the restraint on alienation was limited in point of time—*e.g.*, to the life of the devisee or the life of some other person. *Large's case* (2 Leon. 82, 3 Leon. 182) had been treated by text-writers as a decision that an absolute restraint on alienation annexed to a devise of an estate in fee simple was good if the operation of the condition was limited to a particular time. But when the case was examined it appeared that there was not a devise in fee simple in the first instance, but a conditional devise, and the devisee never became qualified to enter, so that the estate passed away from him altogether. The first citation of this case as an authority for an exception from the rule where there was a limit of time was in Preston's edition of Sheppard's Touchstone (p. 130), where Mr. Preston added in a note that it must be a reasonable time not trenching on the rule against perpetuities. It had, no doubt, been assumed in many text-books that there was such an exception from the general rule, but there was no judicial decision to that effect. If it had been accepted in practice as a settled exception, and many contracts had depended on it, his lordship would not have felt at liberty to disturb it. But he did not think it had been acted on, and it was so vague that it could not be supposed that any counsel would have advised his client to act on it. What was the meaning of a reasonable time? Did it, as Mr. Preston suggested, mean a time which would not trench on the rule against perpetuities, or was it to depend on the life of the individual taken or on some other life, or was the judge in each case to determine what was a reasonable time? His lordship found that the original rule, that you could not annex to an estate a condition repugnant to it, was an intelligible rule. He was bound by any exception from it which had been judicially determined, but he would not add any new exception which would introduce fresh uncertainty. He, therefore, held that the condition in the present case was void, and that the son was entitled to sell the estate without first offering it to the widow.

There was in the will another condition as to a house which formed part of the estate, that if the son should, during the life of the testator's wife, desire to let the house for a longer period than three years at any one time, she should have the option of renting it for any period exceeding three years, as she should desire, at the yearly rent of £35, and the same should be first offered to her accordingly. The real letting value of the house was £100 per annum. Pearson, J., held that this condition was also void for the same reason as the condition in restraint of sale.—Counsel, *W. Barber*, Q.C., and *Dauney*; *Cookson*, Q.C., *Goddard H. Orpen*, and *A. R. Walford.* Solicitors, *R. J. Child & Son*; *J. T. & G. F. Marshall.*

Bankruptcy Petition—Secured Creditor—Estimate of Value of Security—Bankruptcy Act, 1883, s. 6, sub-section 2.—In a case of *Ex parte Taylor*, before a divisional court of the Queen's Bench Division on the 28th ult., a question arose as to the effect of sub-section 2 of section 6 of the Bankruptcy Act, 1883, with regard to the obligation imposed on a secured creditor to make an estimate of the value of his security when he presents a bankruptcy petition against the debtor. Sub-section 2 provides that, "if the petitioning creditor is a secured creditor, he must, in his petition, either state that he is willing to give up his security for the benefit of the creditors, in the event of the debtor being adjudged bankrupt, or give an estimate of the value of his security. In the latter case he may be admitted as a petitioning creditor to the extent of the balance of the debt due to him, after deducting the value so estimated in the same manner as if he were an unsecured creditor." Sub-section 1 (a.) of the same section provides that the petitioning creditor's debt must amount to at least £50. In the present case the petitioning creditor alleged that a debt of £59 19s. 4d. was due to him, and in his petition he stated that he held, as security for it, a mortgage of freehold land, the value of which he estimated at £9. On the hearing of the petition evidence was adduced to show that the value of the security had been underestimated, and that, if fairly valued, it was worth £60. The registrar dismissed the petition, on the ground that the value of the security was such as to bring the balance of the debt under £50. The Divisional Court (Cave and A. L. Smith, JJ.) held that an undervaluation of the security was not a ground for dismissing the petition, but that the petitioner must, in case there should be a bankruptcy, and the trustee should require him to do so, give up the security to the trustee at the amount of the valuation.—Counsel, *Atherley Jones*; *F. Cooper Willis.* Solicitors, *Hurford & Taylor*; *R. Chamberlain.*

SOLICITORS' CASES.

Court of Appeal (No. 1).

May 30.—*London Scottish Permanent Building Society* v. *Chorley and others.*

Solicitor—Defendant solicitor appearing in person—Costs.

This appeal raised the question whether a solicitor who has conducted his own defence in an action which has been brought against him is entitled to the same costs as if he had employed a solicitor. The action, which was for money had and received, was referred to a barrister who found for the defendants, who were solicitors, and directed that the plaintiff should pay the costs of the references. The defendants conducted their own defence. On the taxation it was objected for the plaintiff that the defendants being solicitors, and having appeared throughout as defendants in person, ought not to be allowed any other costs than costs out of pocket, or such costs as they would be entitled to if they were non-professional men. The master overruled the objection, on the ground that in his experience it had always been the practice in such cases to allow the usual party and party costs except certain charges for instructions, and he made a certificate accordingly. The present appeal was from the judgment of Denman, Manisty, and Watkin Williams, JJ., who dismissed the plaintiff's appeal from the decision of the master. It was argued for the plaintiff that costs are an indemnity against the actual expenses to which the party has been put in the litigation, and that they are not a compensation for annoyance or trouble or loss of time. A solicitor, it was said, cannot be a solicitor to himself, and, where he is an active party, is in the same position as any ordinary person. For the defendants it was contended that the rule is as laid down in Lush's Practice—viz., "An attorney regularly qualified is allowed the same charges for business done when he sues or defends in person as when he acts as attorney for another." There is no direct decision on the point, and it appears that there is a diversity of practice amongst the masters.

Cock, for the plaintiff.

Tindal Atkinson, for the defendants.

Cur. adv. vult.

May 30.—The Court (Brett, M.R., and Bowen and Fry, L.JJ.) dismissed the appeal.

Brett, M.R., said that the law is that a person who has wrongfully forced another into litigation ought to indemnify that other, so far as it can, for the pecuniary loss sustained by him by reason of that litigation. When a person not a solicitor appears in person, the law never has assumed to indemnify the litigant for loss of time, but only for pecuniary loss. The law, therefore, says that a person shall be paid back that which he has reasonably expended in employing a solicitor. Whatever a litigant in person has to pay out of pocket, such as fees, is pecuniary loss which he will get on taxation; but for loss of time, and for trouble and annoyance, the law cannot indemnify him. A solicitor who is a litigant can, by reason of his position, do certain things for himself. There could be no possible reason for obliging such a person to employ another solicitor, and therefore forcing him to do circuitously that which he could do himself. Therefore the law says that he may do it for himself. If he does, he will be substantially out of pocket to an amount which the law

can estimate. If the solicitor, by his clerks or otherwise, does that which would be done precisely in the same way by another solicitor, that is not loss of time, but loss of money. But the solicitor cannot charge for things which do not exist in fact—such as for instructions to, and attendances on, himself, for he cannot attend upon, or consult with, himself. The rule which would meet the case was that, when a solicitor appears in person, he is entitled upon taxation to the same costs as if he had not been a party, subject to this, that such costs are not to include any items which the union of the two characters of party and solicitor renders impossible or unnecessary—*e.g.*, attendances on himself, or instructions to or from himself; in any case in which the attendance is capable of being attributed to either of the two characters of party or solicitor—*e.g.*, attendance at the trial—no costs are to be allowed in respect of it. There was no decision or inveterate practice contrary to that rule, which seemed to be the only sensible one.

Bowen, L.J., was of the same opinion.

Fry, L.J., said that the conclusion to which the court had come was beneficial to the non-professional public, because the effect of holding that a solicitor who was a party could in no case receive costs would be that, in every case, such a solicitor would employ another solicitor, and, therefore, the unsuccessful litigant would have to pay full costs, instead of something less than if another solicitor had been employed.

Appeal dismissed.

Solicitors for the plaintiff, *Harries, Wilkinson, & Raikes.*

Defendants in person.

THE LONG VACATION.

An address has just been presented to the Bar Committee signed by nineteen Queen's Counsel and 460 junior counsel practising in the Chancery Division upon the subject of the late Order in Council, by which the Long Vacation is made to commence on August 13, and to continue till October 24.

The address is based, not upon any objection to the curtailment by a fortnight of the Long Vacation which has been effected by the order in question, but upon the ground that the curtailment is not made in the manner most conducive to the interest and convenience both of the public and the profession, including solicitors as well as barristers.

The suggestion of the signatories, who, it is said, comprise about nineteen-twentieths of the counsel practising at the chancery bar, is that these objects would be better attained if the vacation were to commence on August 1 and terminate on October 12.

It may be remembered that before the Judicature Acts the Chancery courts used to rise at the very beginning of August, by which time the common law sittings in London had also come to an end, though the circuits lasted some time longer.

The Order in Council appears to have been passed without any communication with the bar, and attention may not have been sufficiently directed to the inconveniences attendant upon the enforced detention in London of suitors, witnesses, jurymen, and others, as well as members of the legal profession, at a time of the year when all are most anxious to get away.

The address is in the following terms:—

[Copy.]

To the Bar Committee.

Easter Sittings, 1884.

Gentlemen,—We desire to represent to you the dissatisfaction with which we, as practising chancery barristers, view the new regulation for continuing the sittings of the courts till the 12th of August and resuming them on the 24th of October.

We do not complain that the sittings of the courts have been lengthened by twelve days, but we submit that any summer vacation ought to begin earlier than the 12th of August, and in that case might terminate proportionately earlier than the 24th of October.

We suggest that it would be far better for the vacation to begin (say) on the 1st of August and to end (say) on the 12th of October.

As a rule, neither barristers nor solicitors who practise in the Chancery Division can leave town the instant the courts rise. Most of them have chamber work to detain them for a week later or more. Thus, under the new arrangement, their holidays will not commence until about the 20th of August. By that time the days are getting short, the weather becomes uncertain, and the season for many favourite recreations—such, for instance, as northern travel, Swiss mountaineering, yachting, sea bathing, and Scotch shooting—is well-nigh over; while those of us who have children will have had either to keep them in London during the best part of their school holidays, or to send them to the country or sea-side under other care.

Again, it is notorious that, when the courts have sat continuously from May right through June and July, the month of August finds judges, counsel, and solicitors exhausted with protracted labour carried on during the hottest period of the year; and it must be admitted that, towards the end of the summer sittings, business is done less efficiently than at any other time. In the interest of the public, therefore, it would seem inexpedient further to lengthen out labours which must necessarily be jaded and comparatively inefficient. On the other hand, there would be no inconvenience in resuming court work before the 24th of October, for, even under the former arrangements, holidays were practically over, and most of us had returned to business before that time.

On the grounds above indicated, we earnestly request that you will exert your influence in order to procure, if possible, a revision of the recent adjustment of the Long Vacation, and the substitution of dates for its commencement and termination which would be more in accordance with the interest of the public and the convenience of the profession.—We have the honour to be, your faithful servants,

[Here follow the signatures of 19 Queen's Counsel and 460 junior barristers.]

SOCIETIES.

INCORPORATED LAW SOCIETY.

Judicature and Bankruptcy Rules.

At a special general meeting of the Incorporated Law Society held at their hall in Chancery-lane, on Thursday, the 31st of January, 1884, the following resolution was passed:—"That inasmuch as the working regulations under the Judicature and Bankruptcy Rules are only next in importance to the rules themselves, this meeting is of opinion that a committee of fifteen members (five to form a quorum) ought to be appointed by the council to watch the working of the rules, and from time to time to report to the council with the view of immediate representation to the authorities when circumstances require. The duties of the committee to terminate at the annual general meeting in 1885."

The council appointed the following members of the society to act on the committee:—

Attlee, Henry (Druces, Attlee, & Jackson), 10, Billiter-square, E.C.

Baker, William Frederick (Lawrence, Plews, & Baker), 14, Old Jewry, E.C.

Biddle, Frederick William (Phelps, Sidgwick, & Biddle), 18, Gresham-street, E.C.

Chamberlain, Vincent Ind, M.A., 48, Finsbury-square, E.C.

Crossman, Alexander (Shum, Crossman, & Co.), 16, Theobald's-road, W.C.

Crowder, George Augustus (Crowder, Anstie, & Vizard), 55, Lincoln's-inn-fields, W.C.

Dodd, Grantham Robert, 54, New Broad-street, E.C.

Gray, William Howard (Bell, Brodrick, & Gray), 9, Bow Church-yard, E.C.

Gribble, Henry Edward, B.A. (Torr & Co.), 38, Bedford-row, W.C.

Hunter, John (Hunters, Gwatkin, & Haynes), 9, New-square, Lincoln's-inn, W.C.

Iliffe, John Arthur (Iliffes & Cardale), 2, Bedford-row, W.C.

Johnstone, James March (Gregory & Co.), 1, Bedford-row, W.C.

Munton, Francis Kerridge (Munton & Morris), 95A, Queen Victoria-street, E.C.

Osbaldeston, Matthew Davenport (Field & Co.), 36, Lincoln's-inn-fields, W.C.

Pennington, Richard (Cookson, Wainewright, and Pennington), 6, New-square, Lincoln's-inn, W.C.

Preston, Thomas Sansome (Robinson, Preston, & Stow), 35, Lincoln's-inn-fields, W.C.

Ryland, Henry Skipper (Clarke, Woodcock, & Ryland), 14, Lincoln's-inn-fields, W.C.

Shirreff, William Moore (Morley & Shirreff), 23, Gresham House, Old Broad-street, E.C.

Whitehead, Spencer, 1, New-square, Lincoln's-inn, W.C.

Wilde, Ernest James (Wilde, Berger, & Moore), 21, College-hill, E.C.

The committee have elected Mr. Richard Pennington to act as chairman, and Mr. John Hunter as vice-chairman, and Mr. Charles Walter Oddie (Torr & Co.), 38, Bedford-row, W.C., as secretary.

*** The members whose names are printed in italics have been nominated by the council in pursuance of a resolution of the society passed at their general meeting, held on the 30th of April last.

All communications on the subject referred to the committee should be addressed as follows:—"The Secretary, Judicature and Bankruptcy Rules Committee, Law Institution, Chancery-lane, London, W.C."

LAW ASSOCIATION.

At the usual monthly meeting of the directors, held at the hall of the Incorporated Law Society, Chancery-lane, on Thursday, the 5th of June, the following being present—viz., Mr. Desborough (chairman), and Messrs. Boodle, Collisson, Doyle, Hedger, Sidney Smith, Spencer Whitehead, and A. B. Carpenter (secretary)—grants amounting to £1,350 were made to the widows and children of deceased members, and the ordinary general business was transacted.

LEGAL APPOINTMENTS.

Mr. William John Hill, solicitor, of Langport, has been appointed Town Clerk of the Borough of Langport, in succession to Mr. James Frederick Horatio Warren, deceased. Mr. Hill is also deputy-recorder of Langport. He was admitted a solicitor in 1842.

Mr. Robert Beattie Nicholson, solicitor, of Lowestoft, has been appointed Solicitor to the Lowestoft Mutual Benefit Building Society. Mr. Nicholson was admitted a solicitor in 1871.

Mr. Richard Walthew, of Billiter House, E.C., and 2, Saling-villas, Putney, solicitor, has been appointed a Commissioner to administer Oaths,

OBITUARY.

MR. JOHN HASTINGS OTWAY, Q.C.

Mr. John Hastings Otway, Q.C., recorder of Belfast, and county court judge for Antrim, died at Lisburn on the 28th ult. Mr. Otway was the son of the Rev. Cæsar Otway, and was born at Celbridge, Kildare, in 1808. He was educated at Trinity College, Dublin, where he took the usual degrees. He was called to the bar at Dublin in 1832, and he formerly practised on the Munster Circuit. Mr. Otway was formerly professor of the law of real and personal property in the University of Dublin, and became a Queen's Counsel in 1850. He became recorder of the borough of Belfast in 1857, and, two or three years afterwards, he was appointed chairman of quarter sessions for the county of Antrim, both which offices he held until his death. Mr. Otway was highly respected by the legal profession and the public at Belfast, and in Antrim. Mr. Otway was buried at Mount Jerome Cemetery, Dublin, on the 31st ult., many members of the legal profession being present.

MR. JOHN HINDE PALMER, Q.C., M.P.

Mr. John Hinde Palmer, Q.C., M.P., died at his residence, 11, St. George's-square, on the 2nd inst., from pleurisy, at the age of seventy-five. Mr. Palmer was the only son of Mr. Samuel Palmer, of Dulwich, and was born in 1809. He entered at an early age at Lincoln's-inn, where he was called to the bar in Hilary Term, 1832, and he practised for many years as an equity draftsman and conveyancer. He became a Queen's Counsel in 1859, and for some time he enjoyed a fair share of a leading business, but he had for many years ceased to practise. Mr. Palmer unsuccessfully contested Lincoln in the Liberal interest in 1857, 1859, and 1862. He was elected M.P. for that city in 1868, but he lost his seat in 1874. He was, however, again returned at the general election in 1880. He took an active part in parliamentary business, especially in the discussions on the successive Married Women's Property Acts. He was the author of "Essays on County Reform," and "The Church and the Education Question." He was a magistrate and deputy-lieutenant for the county of Surrey, and a bencher of Lincoln's-inn. He was treasurer of that society in 1880, when he was instrumental in establishing a common room for the accommodation of the barristers and students. Mr. Palmer was married in 1844 to the second daughter of the Right Hon. Charles Tennyson D'Eyncourt, M.P., of Bayons Manor, Lincolnshire.

MR. AMBROSE HAYNES.

Mr. Ambrose Haynes, solicitor, of Grecian-chambers, Devereux-court, Temple, and of Wandsworth, died suddenly from apoplexy on the 21st ult., while visiting a friend at Twickenham. Mr. Haynes was born in 1813. He was admitted a solicitor in 1836, and he had for many years practised at Wandsworth, having a London office at Devereux-court. Mr. Haynes had a considerable local practice, especially at the Wandsworth Police Court, and also at the various county courts and licensing meetings in the south suburban district. He was a successful advocate, and showed great skill and tact as a cross-examiner. He leaves a large family. On taking his seat at the Wandsworth County Court, on the 27th ult., Mr. Henry Holroyd expressed his sorrow at Mr. Haynes's death, and several members of the profession spoke of the high qualities of the deceased.

MR. ALFRED HUDSON SHADWELL.

Mr. Alfred Hudson Shadwell, M.A., one of the taxing masters of the Chancery Division, died on the 1st inst. Mr. Shadwell was the fifth son of the Right Hon. Sir Lancelot Shadwell, Vice-Chancellor of England, and was born in 1819. He was educated at Eton and St. John's College, Cambridge, where he graduated in the second class of the classical tripos, and also as a junior optime in 1840. He was admitted a solicitor about the year 1844, and he practised for many years in Austin Friars, where he was in partnership with Mr. Joseph Blunt. He had an extensive practice, and his firm were solicitors to the East London, the Grand Junction, and other water companies. Mr. Shadwell was appointed to a clerkship in the Chancery Registrars' Office on the 11th of January, 1844, which post he resigned on the 9th of December, 1845. He has occupied the post of taxing master ever since the month of April, 1860.

COURT PAPERS.

QUEEN'S BENCH MASTERS.

The following is the rota of masters of the Queen's Bench Division who will be in attendance at chambers during the ensuing Trinity Sittings, viz.:—For summonses, from A to F—Mondays, Wednesdays, and Fridays, Master Walton; Tuesdays, Thursdays, and Saturdays, Master Johnson. G to N—Mondays, Wednesdays, and Fridays, Master Dodson; Tuesdays, Thursdays, and Saturdays, Master Hodgson. O to Z—Mondays, Wednesdays, and Fridays, Master Francis; Tuesdays, Thursdays, and Saturdays, Master Benett.

LEGAL NEWS.

Before Mr. Justice Cave, on the 26th ult., an adjourned application came on for hearing on behalf of the Incorporated Law Society for an order to commit Alfred Edwards to prison for contempt of court in having acted contrary to the statutes 6 & 7 Vict. c. 73, and 23 & 24 Vict. c. 127 (the Solicitors' Acts). It was alleged that the respondent, an accountant, had improperly used the name of a solicitor in proceedings for composition instituted by Thomas Parker. The case was brought before the learned judge on the 17th of March, when the respondent made an affidavit in which he stated that he had acted through ignorance, and apologized to the court. His lordship considered that the charge had been established, but, having regard to the circumstances set forth in the affidavit, he accepted the apology, and allowed the respondent the period of two months for payment of the costs. Mr. F. W. Hollams, on behalf of the Incorporated Law Society, asked for an order for the respondent's committal on the ground that the costs had not been paid. Mr. Justice Cave said that unless the costs were paid within a week an order for committal would be made. Later in the day Mr. Scarlett asked hat the matter might be reconsidered on the ground that the respondent was wholly without means to pay the costs. Mr. Justice Cave, "Is he here?" The respondent went into the witness-box, and his evidence bore out the statement made by his counsel. He said that he was living in apartments at 6s. per week. Mr. Justice Cave substituted for the order already made an order for payment of the costs, which, he intimated, might be enforced at any future time.

We generally, says the *Albany Law Journal*, find something funny in the Texas reports. In *Hasley* v. *State* (14 Tex. Ct. App. 217), we note the following in the judgment:—"Defendant has appealed from a conviction of the offence of playing at a game with cards in a house for retailing spirituous liquors. His learned counsel, in concluding their able brief, appeal to the sympathies of this court in the following touching language:—'While it is true the appellant has but little means (his pocket is as light as the gossamer that floats in a midsummer day; his worldly goods could be packed in a chestnut shell), his reputation is at stake, he being a member of some church—his counsel at this time are unable to state accurately what denomination, as they have seen him attending all the churches in Belton, and seemingly with a devotion as earnest as that evinced by Culver, Wesley, and even Paul Denton. It is not of the amount of the fine imposed that the defendant complains, it is the rash and foolish ruling of the county judge, and the concurrence of the jury that found the defendant guilty. The defendant feels that he has been in the hands of the Philistines, and he appeals to the Court of Appeal to redress his wrongs.' In response to the eloquent appeal we will say that we have carefully considered the points of this case, with the desire and purpose to redress his wrongs to the extent of our lawful authority. But we have failed to perceive wherein he has been wronged. That he played at a game with cards in a house for retailing spirituous liquors was proved beyond question. This was a plain violation of the law, and doubly reprehensible in one of his moral reputation and devotional piety. That the defendant in an evil hour fell into the hands of Philistines we do not doubt, but we think his counsel are mistaken as to who these Philistines were. They were not the grand jurors who presented this indictment, but the 'light-fingered' habitues of the 'Crystal saloon.' We trust that the result of this prosecution may be beneficial to the defendant, and cause him in the future to avoid the alluring temptations of the card table. The judgment is affirmed."

Mr. Daniel, Q.C., has addressed a letter to the *Times* on "The New Bankruptcy Act," in which he says:—"The public are naturally anxious to know whether this Act will prove a success or failure, and Mr. Chamberlain's answers to questions in Parliament are not replete with satisfactory information. He expresses himself as sanguine of the ultimate success of the Act; he doubts whether private arrangements, outside the Act, exist to such an extent as ultimately to interfere with its beneficial operation, and is anxious to obtain correct information on the subject—viz., the extent and object of, and reason for, the private arrangements which it is alleged now exist. Permit me, through your columns, to refer him to one source from which he can obtain useful and truthful information on the subject—the county court of Bradford. I have been favoured this morning by the receipt, at my request, from Mr. Registrar Garnett-Orme, of the following return:—1883, 1st of January to 24th of May, petitions for liquidation, 82; ditto in bankruptcy, 3; total, 85. 1884, 1st of January to 24th of May, petitions in bankruptcy, 16. Why this difference? The public are interested to know, and to know the truth—the real fact, undisguised by official mystification. I would suggest that Mr. Chamberlain should ask his own officer, the official receiver, Mr. Binns, for an explanation. From him, I feel assured, Mr. Chamberlain will receive an answer that will be of use when rightly used, which no doubt it will be. I might also refer Mr. Chamberlain to the experiences of the bankruptcy courts of Leeds and Burnley, having equal confidence in the registrars at each of those places, and having no doubt of the efficiency of the official receiver at each place, although I have not the same personal knowledge of either of those gentleman as I have of the official receiver at Bradford. Sure I am that in no case at either Bradford, Leeds, or Burnley will Mr. Chamberlain find that the preference of private arrangements to the resort to the bankruptcy court has been influenced by party politics. The sole consideration will be found to be what is considered most beneficial to the parties interested."

The *Manchester Guardian* says:—At the Liverpool Bankruptcy Court, on Tuesday, before Mr. J. F. Collier, judge, an application was

made in the matter of John Frederick Rogers, a fruit broker. The debtor failed for £88,000, with assets £14,000; and offered a composition of 3s. 6d. in the pound. To this all the creditors assented, and the scheme came before the judge last week for approval. His Honour, however, refused to approve it, and, in his judgment on the point, expressed dissent from the proposition that creditors were the best judges of their own affairs. Notice of appeal against the decision was given, and the application on Tuesday was to suspend the adjudication of bankruptcy against the debtor until after the hearing of the appeal. This was granted. The action of the judge in overriding the unanimously expressed wish of the creditors has caused much interest in Liverpool as to the administration of the new Bankruptcy Act, especially as in another case—that of Henry Cuming, a ship store dealer—a similiar decision was given. The debtor in that case offered 5s. in the pound, and this was approved by all the creditors but one. Again, in another case on Tuesday—that of F. M'Ginity, a corn dealer, whose failure was for a large amount, caused by stock exchange speculations, an application was made to the judge to approve a composition offered by the debtor of 1s. in the pound. The official receiver's report having been read, arguments for and against the acceptance of the composition were heard, and the judge again refused to grant his sanction, though, as he said in the course of his judgment, it was offered by the debtor outside the assets of his estate, and the creditors were not otherwise likely to get anything in the way of dividend. It could not be said that the composition, in the terms of the Act, was not "calculated to benefit the general body of creditors," but, the judge proceeded, he must go further in this case, and finding that the debtor had not kept proper books, had traded after he was insolvent, and that he had entered into rash and hazardous speculations, he must exercise the discretion the Act conferred on him, and refuse to approve the composition. Notice of appeal was given. Thus in each case that has hitherto come before the Liverpool court the judge has refused to approve the composition offered by the debtor; in one of those cases the whole of the creditors having expressed their desire to accept the composition. It is a matter of comment amongst those concerned that the consequent lapse of the estates into bankruptcy will result in dividends smaller in amount and more uncertain in the period of their distribution; and the problem to which public interest, locally speaking, appears to be now mainly devoted, is how far it is desirable to carry the stringent provisions of the new Bankruptcy Act in the direction of punishing debtors by withholding their discharge when that course has at the same time the unfortunate effect of involving hardship upon the creditors.

COMPANIES.

WINDING-UP NOTICES.

Joint Stock Companies.

Limited in Chancery.

Central Metropolitan Railway Company, Limited.—Kay, J., has fixed June 12 at 12, at his chambers, for the appointment of an official liquidator

Figge Hydro-Motor Company, Limited.—Creditors are required, on or before June, 17 to send their names and addresses, and the particulars of their debts or claims, to John Herbert Laurence, 28, Budge row, Cannon st. June 24 at 12 is appointed for hearing and adjudicating upon the debts and claims

Kelway's Electric Log Syndicate, Limited.—Petition for winding up, presented May 21, directed to be heard before Kay, J., on June 13. Coburn and Young, Leadenhall st, solicitors for the petitioner

Ladywell Mining Company, Limited.—Pearson, J., has, by an order dated May 15, appointed Philip Shuttleworth Darnell, Clement's inn, to be liquidator

Laidlaw & Co., Limited.—Petition for winding up, presented May 27, directed to be heard before Pearson, J., on June 14. Flux and Co, East India avenue, solicitors for the petitioners

Mirror Laundry Company, Limited.—By an order made by Kay, J., on May 23, it was ordered that the company be wound up. Evans, Eastcheap, petitioner

St. George's Telephone Company, Limited.—Chitty, J., has by an order dated May 17, appointed George Boggis, St Swithin's lane, to be official liquidator

Turner Gas Engine Company, Limited.—Petition for winding up, presented May 17, directed to be heard before Chitty, J., on June 14. Hudson and Co, Queen Victoria st, solicitors for the petitioners

[*Gazette*, May 30.]

Bovine Cattle Spice Company, Limited.—Bacon, V.C., has fixed June 16 at 12, at his chambers, for the appointment of an official liquidator

Charles Drake and Company, Limited.—Creditors are required, on or before July 15, to send their names and addresses, and the particulars of their debts or claims, to Herbert Ernest Mathew Davies, Gresham bldgs, Basinghall st. July 23 at 2 is appointed for hearing and adjudicating upon the debts and claims

Composite Ore Company, Limited.—By an order made by Bacon, V.C., dated May 23, it was ordered that the company be wound up. Hillearys & Co, Fenchurch buildings, solicitors for the petitioners

Esglodd United Lead Mines, Limited.—Kay, J., has, by an order dated April 29, appointed Thomas Williams, Rheidol Foundry, Aberystwith, to be official liquidator. Creditors are required, on or before July 15, to send their names and addresses, and the particulars of their debts and claims, to the above. July 22 at 3 is appointed for hearing and adjudicating upon the debts and claims

J. B. Rogers Electric Light and Power Company, Limited.—Bacon, V.C., has by an order, dated May 30, appointed Frederick George Painter, 2, Moorgate st bldgs, to be official liquidator

Faversham Brickfields Company, Limited.—Creditors are required, on or before June 27, to send their names and addresses, and the particulars of their debts or claims, to Horace Woodburn Kirby, 4, Coleman st. July 11 at 11 is appointed for hearing and adjudicating upon the debts and claims

London Bank of Utah, Limited.—By an order made by Chitty, J., dated May 26, it was ordered that the bank be wound up. Morley and Shirreff, Gresham house, Old Broad st, solicitors for the petitioners

Samuel Bradbury and Company, Limited.—Kay, J., has by an order, dated May 28, appointed Arthur William Blunt, Queen Victoria st, to be official liquidator

Silver Peak Mining Company, Limited.—By an order made by Chitty, J., dated May 26, it was ordered that the company be wound up. Snell and Co, George st, Mansion House, solicitors for the petitioners

West End Dairy Farm Company, Limited.—By an order of Kay, J., dated May 23, it was ordered that the company be wound up. Hatton and Westcott, Strand, solicitors for the petitioners

West Holway Lead Company, Limited.—By an order made by Chitty, J., dated May 26, it was ordered that the company be wound up. Chandler, Bishopsgate st Within, solicitor for the petitioner.

West Lisburne Mines, Limited.—Petition for winding up, presented May 29, directed to be heard before Bacon, V.C., on June 14. Parkes and Burchell, Queen Victoria st, solicitors for the petitioner

[*Gazette*, June 3.]

Unlimited in Chancery.

Lea Bridge, Leyton, and Walthamstow Tramways Company.—Petition for winding up, presented May 29, directed to be heard before Bacon, V.C., on June 14. Tibbitts and Son, solicitors for the petitioners

Plymouth Working-Men's Equitable Loan Society.—Petition for winding up, presented May 21, directed to be heard before Chitty, J., on June 14. Gush and Co, Finsbury circus, agents for Vaughan, Devonport, solicitor for the petitioner

[*Gazette*, June 3.]

County Palatine of Lancaster.

Limited in Chancery.

Crewe Land Company, Limited.—By an order made by the Vice-Chancellor, dated May 12, it was ordered that the company be wound up. Harris, Liverpool, solicitor for the petitioner

James Schofield and Sons, Limited.—By an order made by Fox Bristowe, V.C., dated May 15, it was ordered that the voluntary winding up of the company be continued. Addleshaw and Warburton, Manchester, solicitors for the petitioner

Liverpool City Flour Mills Company, Limited.—Petition for winding up, presented May 28, directed to be heard before the Vice-Chancellor at St. George's Hall, Liverpool, on Monday, June 9. Barrell and Co, Liverpool, solicitors for the petitioner

[*Gazette*, May 30.]

Unlimited in Chancery.

National Weekly Life Assurance Company.—By an order made by Fox Bristowe, V.C., dated May 20, it was ordered that the company be wound up. Sewell and Edwards, Gresham-house, agents for Marlow and Dixon, Manchester, solicitors for the petitioner

[*Gazette*, May 30.]

Limited in Chancery.

Hyndburn Mill Manufacturing Company, Limited.—Petition for winding up, presented May 30, directed to be heard before Bristowe, V.C., at Liverpool, on

Unlimited in Chancery.

Wednesday, June 11. Milne, Manchester, solicitor for the petitioners.

National Weekly Life Assurance Company.—The Vice-Chancellor has fixed June 13, at 11.30, for the appointment of an official liquidator

[*Gazette*, June 3.]

Stannaries of Devon.

Limited in Chancery.

Tamar Silver, Lead, and Fluor-Spar Mining Company, Limited.—By an order made by the Vice-Warden of the Stannaries, dated May 28, it was ordered that the company be wound up. Hodge and Co, Truro, solicitors for the petitioners

[*Gazette*, June 3.]

Friendly Societies Dissolved.

Commonwealth Friendly Society, Gracechurch st. May 29

Sick and Burial Society, St Paul's Church Sunday-school, Royton, Oldham, Lancaster. May 26

Templar and General Sick Benefit and Life Assurance Friendly Society, Southwark Bridge rd. May 29

[*Gazette*, May 30.]

Southwell Friendly Institution, Southwell, Nottingham. May 30

[*Gazette*, June 3.]

CREDITORS' CLAIMS.

CREDITORS UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

Bawden, Charles, Sithney, Cornwall. June 10. Rogers, Falmouth

Bedford, Anne Mancell, Pershore, Worcester. July 15. Gillam and Sons, Worcester

Bird, Alfred, South st, Hammersmith, Rate Collector. June 30. Richardson and Sadler, Golden sq

Boase, Julia, Alton, Hants. June 14. Wills and Co, Carter lane, Doctors Commons

Brownsword, Anne, Liverpool. June 30. Harrison, Liverpool

Byron, Henry James, Queen's rd, Clapham. June 30. Pearpoint and Co, Pall Mall

Cartman, Thomas, Bury, Lancaster. June 18. Grundy, Bury

Charters, Eliza Ann, Isle of Wight. June 15. Fardell and Dashwood, Isle of Wight

Cosgrove, Ellen, Liverpool, Fruiterer. June 13. Lynch and Teebay, Liverpool

Ellis, Joseph, Huntingdon st, Islington, Manager of the Printing Department of the Daily Telegraph Newspaper. June 16. Bolus, Old Jewry

Hart, Anna Maria, Hythe, Kent. July 1. Smith and Son, Lincoln's inn fields

Hodson, Richard James, Hendon, Market Gardener. June 28. Button and Co, Henrietta st, Covent Garden

Hutchons, William, Milton st, Saint Marylebone, Gent. June 30. Indermaur and Clark, Devonshire terrace, Portland place

Irvine, Letitia D'Arcy, Albemarle st, Piccadilly. June 24. Leman and Co, Lincoln's inn fields

Jenner, Elizabeth, Tewkesbury, Gloucester. June 24. Moores and Romney, Tewkesbury

Kaye, Rev John Peter, Mare st, Hackney, Clerk in Holy Orders. June 24. Arnold and Co, Carey st, Lincoln's inn

Kiddle, John Verinder, Darnley rd, Hackney, Builder. June 26. Shum and Co, Theobald's rd, Gray's inn

Knowles, James Thomas, Russell sq, Bloomsbury, Esq. June 16. Hopgood and Co, Whitehall place

Luty, Edward, Sheffield, Publican. June 20. Burdekin and Co, Sheffield

Markham, Sarah, Bessell's Green, nr Sevenoaks, Kent. June 24. Ingram and Co, Lincoln's inn fields

Marshall, Francis Glasse, Pall Mall, Lieut.-Colonel. July 1. Fladgate and Fladgate, Craven st, Strand

Maesland, Joseph, Glenae House, nr Dumfries, Scotland. July 10. Claye and Son, Manchester

Meaker, James, Liverpool, Gent. June 20. White, Liverpool

Norman, John, Yeovil, Somerset, Innkeeper. July 1. Watts, Yeovil

Pitfield, William, Winsham, Somerset, Retired Commercial Traveller. July 1. Clarke and Lukin, Chard

Plumer, Louisa Mary Ann, Queen's rd, Bayswater. June 30. Ochme and Summerhays, Old Broad st

RATCLIFFE, ANN, Hulton st, Salisbury sq. June 30. Burt, Leadenhall st
RICHARDS, Rev GEORGE, Vicar of Tyldesley, Lancaster. June 24. Marsh and Co, Leigh, Lancashire
SEIDLER, MARY ANN, Haverstock hill, Hampstead. June 30. Pearpoint and Co Pall Mall
SHIPWAY, JAMES, Ilfracombe, Devon, Hatter. July 15. Heathfield and Son, Lincoln's inn fields
SNOXELL, EDWARD, Cromwell rd, Upper Holloway, Gent. June 24. Harris and Godwin, Coleman st
STOBBS, EDWARD, Monkseaton Red House, nr Monkseaton, Northumberland, Gent. July 1. Dale, North Shields
SPONG, JAMES, Staines, Middlesex, Congregational Minister. July 10. Moodie, Basinghall st
STRATTON, RICHARD, Bristol, Gent. July 14. Daniell and Co, Bristol
STREET, SAMUEL, Tranmere, Chester, Farmer. June 21. McGuire, Birkenhead
TALBOT, Hon and Rev ARTHUR CHETWYND, Church Eaton, Stafford, Clerk in Holy Orders. June 30. Hand and Co, Stafford
TRELAWNY, CHARLES, Coldrenick, Cornwall, Esq. July 1. Stephens and Co, Plymouth
VICKERS, THOMAS, Glentham, Lincoln, Farmer. July 16. Rhodes, Market Rasen
WADLEY, EZEKIEL, Leytonstone, Essex, Gent. June 30. Vincent, Leyton
WHITE, THOMAS, Portland pl, Marylebone, Esq. June 30. White, Serle st, Lincoln's inn
WILSON, RICHARD, Stretton, Derby, Farmer. Aug 1. Shipton and Co, Chesterfield
WORKMAN, JOHN, Ousby, Cumberland, Yeoman. June 18. Arnison and Co, Penrith
[*Gazette*, May 20.]
ANDERTON, WILLIAM INCE, Euxton Hall, near Chorley, Lancaster, Esq. July 7. Ward and Co, Gray's inn sq
ANTELL, THOMAS, Child Okeford, Dorset, Gent. July 21. Bartlett, Sherborne, Dorset
ATKINS, JAMES, Painswick, Gloucester, Gent. July 1. Little and Mills, Stroud, Gloucestershire
BAKER, JOSEPH BROGDEN, Scarborough, Gent. July 5. Turnbull and Co, Scarborough
BINNS, PEGGY, Darlington, Durham. July 3. Wooler, Darlington
BLAKISTON, Sir MATTHEW, Ashbourne, Derby, Bart. Aug 30. Hand and Co, Stafford
CAPPER, EDWARD HALL, Buckland crescent, Belsize park, Ship Broker. July 1. Adamson, North Shields
CASE, CHARLES, Liverpool, Stock Broker. June 30. Barley, Liverpool
CLARK, WILLIAM, Sheffield, Joiner. July 24. Alderson and Co, Sheffield
CRAPPER, BENJAMIN, senr, Broadclough, near Bacup, Lancaster, Cotton Spinner. June 23. Grundy, Bury, Lancashire
DODD, FRANCIS, Nescliff, Shropshire, Innkeeper. July 7. Amphlett and Co, Birmingham
FALKNER, CAROLINE ELIZABETH, Northam, nr Bideford, Devon. July 5. Stone and Co, Bath
FORD, JOHN KEEMACK, Portsea, Southampton, Gent. June 21. Hellard and Son, Portsmouth
GAGGS, MARY, Knottingley, York. July 1. Atkinson and Wilson, Bradford
GOLDIE, JAMES, Crathorne, York. June 27. Kindler, Stockton on Tees
GORDON, WILLIAM CONWAY, Southsea, Southampton, Esq. June 21. Hellard and Son, Portsmouth
HALFORD, JOHN, Brierley Hill, Stafford, Coke Burner. June 30. Burton, Birmingham
HANSON, THOMAS, Sunderland, Gent. July 20. Wilford, Sunderland
HARVEY, JOHN, Derby, Draper. July 1. Sale and Mills, Derby
JENNER, GILBERT AMOS, Lewes, Sussex, Grocer. July 26. Baker and Son, Lewes
NETTERVILLE, Hon JULIA FRANCES, Dover. July 1. Norris and Norris, Bedford row
PEARCE, WILLIAM, Eastbourne, Esq. June 28. Lowe, Temple gdns, Temple
READE, CHARLES, Bloomfield villas, Uxbridge rd, Esq. June 28. Radcliffes and Co, Charing Cross
RHODES, ELIZA CHARLOTTE, Roehampton, Surrey. June 20. Grover and Humphreys, King's Bench walk, Temple
SHRUBB, JOHN LANE, Boldre Grange, near Lymington, Hants, Esq. June 16. Elers, Lymington, Hants
SWINBURNE, THOMAS, Tunstall rd, Brixton, Barrister-at-Law. Aug 1. Bowker, Gray's inn sq
TAYLOR, CHARLES, Nottingham, Draper. June 24. Richard, Nottingham
WALBANCKE, EDWARD DUNN NEWCOMBE, Warbeck rd, Shepherd's Bush. June 30. Seale and Smith, Lincoln's inn fields
WALKER, WILLIAM ALBERT, New Bond st. June 24. Faulkner, Kilburn
WICKHAM, SARAH, Brighton. June 20. Jenkyn, Lincoln's inn fields
[*Gazette*, May 23.]
ADAMS, WILLIAM ARTHUR, Denmark Hill, Surrey. June 27. Martineau and Reid, Gray's inn
ASHBEE, ALFRED, British st, Bow, Gent. July 1. Edwards, St Helen's place
ASHTON, THOMAS, Dunham Massey, Chester, Doctor of Medicine. July 1. Baker, Manchester
BARNES, GEORGE HENRY, Norland ter, Notting Hill, Esq. Aug 26. Whitakers and Woolbert, Lincoln's inn fields
BENTLEY, JOHN FLOWERS, Leicester, Gent. Aug 8. English, Stamford
BLYTH, Rev CHARLES DETHICK, Sutton Rectory, Bedford, Clerk in Holy Orders. July 6. Hooper and Co, Biggleswade, Beds
BRATT, JOSEPH, Northwich, Chester, Coal Agent. June 24. Trafford and Cook, Northwich
BRATT, PETER, Northwich, Chester, Shoemaker. June 24. Trafford and Cook, Northwich
BREAM, CHARLES JOHN, Norwich, Gent. July 1. Miller and Co, Norwich
CHALLINOR, SARAH ANNE, Derby. June 24. Owen, Derby
CHARD, JOHN, Myrtle ter, Landcroft rd, East Dulwich, Gent. July 14. Watts, Yeovil, Somerset
CLARK, JOHN, Hale, Chester Gent. July 30. Crofton and Craven, Manchester
CORNTHWAITE, JOHN, Bebington, Chester. June 27. Laces and Co, Liverpool
DAINES, WILLIAM, Forest Gate, Essex, Trinity Pilot. June 23. Martin, Mincing lane
FEAR, EDWIN, Bristol, Watchmaker. June 24. Daniell and Co, Bristol
HAWORTH, RICHARD, Didsbury, Lancaster, Cotton Spinner. July 30. Crofton and Craven, Manchester
HILLS, JOHN BUSH, Marbury Hall, Chester, Butler. June 24. Trafford and Cook, Northwich
HOWARD, Rev MILLER, Wrangle, Lincoln. June 24. Caister and Shearman, New inn, Strand
JAGO, JOHN, Falmouth, Cornwall, Gent. June 22. Paige and Co, Redruth, Cornwall
JENNINGS, THOMASINE, Chellaston, nr Derby. July 15. Day, Liverpool
JOHNSON, EDWARD, Derby, Jeweller. June 24. Owen, Derby
KEYSE, JAMES, Newport, Monmouth, Gent. July 1. Lloyd, Monmouth
KILVERT, NICHOLAS, Ashton on Mersey, Chester. July 30. Crofton and Craven, Manchester
LOWE, HENRY, Sutton Hall, nr Preston Brook, Chester, Farmer. June 25. Davies, Warrington
MARCHANT, MARIA, Berners st, Oxford st. June 30. Jones, New Oxford st
MERCHANT, ROSINA, Locton st, North Bow. June 30. Wolferstan and Co, Ironmonger lane
MONDAY, JOHN THOMAS POLLARD, East Stonehouse, Devon, Retired Master Mariner. July 10. Rooker and Co, Plymouth
NEALE, Rev ERSKINE, Exning, Suffolk, Clerk in Holy Orders. June 21. Fenn and Co, Newmarket
OLIPHANT, LOUISA ANN, Holland rd, Kensington. June 24. Williams and Co, Lincoln's inn fields
OWEN, RICHARD, Eccleston, nr St Helen's, Lancaster, Farm Labourer. July 10. Ansdell and Eccles, St Helen's
ROCKETT, MARY ANN, Weston super Mare. June 14. Gribble and Co, Bristol
SMITH, GEORGE JOHN, Ponders End, Barge Builder. July 1. Farnfield, Lower Thames st
TAYLOR, MARY, Alexandra rd, St John's Wood. June 5. Nash, Brighton
TREVAN, JOHN, Croydon, Esq. July 23. Ward and Co, Gray's inn sq
THARP, GEORGE WILLIAM, Exning, Suffolk. June 24. Fisher, Long Melford, Suffolk
THOMAS, CALEB JENKINS, Newport, Mon. June 11. Gustard and Llewellin, Newport, Mon
TOMBS, JOHN THOMAS, Lemhill, near Lechlade, Gloucester, Yeoman. June 21. Crowdy and Son, Faringdon
TYMM, MATTHEW, Compstall Werneth, Chester, Butcher. June 12. Johnson and Johnsons, Stockport
WADESON, EDWARD WEYMAN, Tavistock sq, Esq. July 1. Scadding and Bodkin, Gordon st, Gordon sq
WOOD, CATHERINE MATILDA, Send, nr Guildford. June 30. Walker, New st, Lincoln's inn
WYMAN, CHARLES TROVEY, Clarence rd, Gunnersbury. July 1. Jones, Crosby sq
[*Gazette*, May 27.]

SALES OF ENSUING WEEK.

June 10.—Messrs. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER, at the Mart, at 2 p.m., Building Land (see advertisement, May 31).
June 10.—Messrs. DRIVER & Co., at the Mart, at 2 p.m., Freehold Estate (see advertisement, May 31, p. 4).
June 10.—Mr. WALTER KNIGHT, at the Mart, at 2 p.m., Leasehold Property (see advertisement, May 31, p. 4).
June 11.—Messrs. EDWIN FOX & BOUSFIELD, at the Mart, at 2 p.m., Leasehold Property (see advertisement, May 24, p. 3, and this week, p. 572).
June 11.—Messrs. NORTON, TRIST, WATNEY, & Co., at the Mart, at 2 p.m., Freehold and Leasehold Properties and Shares (see advertisement, May 24, p. 2, and this week p. 572).
June 12.—Messrs. C. C. & T. MOORE, at the Mart, at 12 for 1 p.m., Freehold and Leasehold Properties (see advertisement, this week, p. 5).

BIRTH.

LAYTON.—June 2, at 9, Belsize-road, South Hampstead, the wife of Thomas Layton, of a daughter.

LONDON GAZETTES.

Bankrupts.

Under the Bankruptcy Act, 1869.

BANKRUPTCIES ANNULLED.

FRIDAY, May 30, 1884.

Barter, Herbert John Edward, Forest Gate, Essex, Clerk in Holy Orders. May 27
Hatfield, Ann, Leeds. May 14
Hatfield, Jane, Leeds. May 14

THE BANKRUPTCY ACT, 1883.

FRIDAY, May 30, 1884.

RECEIVING ORDERS.

Abbott, William James, Norwich, Shoe Manufacturer. Norwich. Pet May 27. Ord May 27. Exam June 18 at 12 at Shirehall, Norwich Castle
Bibby, Thomas, Openshaw, Lancashire, Shopkeeper. Manchester. Pet May 13. Ord May 26. Exam June 12 at 2
Chesterton, Sam, and Frederick William Gresswell, Stamford, Lincolnshire, Wine Merchants. Peterborough. Pet May 27. Ord May 27. Exam June 12 at 2
Clarke, Robert, Fiskerton, Nottinghamshire, Draper. Nottingham. Pet May 27. Ord May 27. Exam June 17
Crisp, Alfred, Malden rd, Kentish Town, Licensed Victualler, High Court. Pet May 28. Ord May 28. Exam July 12 at 11 at 34, Lincoln's inn fields
Crook, Robert, Stoke Newington rd, Lead Merchant. High Court. Pet May 26. Ord May 26. Exam July 12 at 11 at 34, Lincoln's inn fields
Davis, James, Bridge rd, Battersea, Secretary to the London and San Francisco Bank. High Court. Pet May 1. Ord May 27. Exam June 25 at 11 at 34, Lincoln's inn fields
Donaldson, Robert, North Shields, Licensed Victualler. Newcastle on Tyne. Pet May 26. Ord May 26. Exam June 5
Eccleston, Joseph, Birmingham, Draper. Birmingham. Pet May 26. Ord May 26. Exam June 19
Finn, Alfred Harley, St Ann's rd, Stamford Hill, Plumber. Edmonton. Pet May 26. Ord May 26. June 24 at 2 at the Court-house, Edmonton
Foster, John William, Brighton, Livery Stable Keeper. Brighton. Pet May 26. Ord May 26. Ord June 19 at 12
Gillah, Robert Quarton, Brackenholme, nr Howden, Yorkshire, Farmer. Kingston upon Hull. Pet May 27. Ord May 27. Exam June 16 at 11 at the Court-house, Townhall, Hull
Groves, William George, Woodford, Essex, Surgeon. High Court. Pet May 26. Ord May 26. Exam July 4 at 11 at 34, Lincoln's inn fields
Harris, William, Shrewsbury, Builder. Shrewsbury. Pet May 17. Ord May 27. Exam June 17
Harris, William, Rhyding, nr Neath, Glamorganshire, Pig Dealer. Neath. Pet May 28. Ord May 28. Exam June 17 at 10.30
Higgins, William, Chippenham, Wiltshire, Ironmonger. Bath. Pet May 26. Ord May 26. Exam June 12 at 12
Hixson, Charles J., Hunter st, Brunswick sq, Coppersmith. High Court. Pet May 3. Ord May 26. Exam July 4 at 11 at 34, Lincoln's inn fields
Horsfall, Ben, Hepworth, nr Huddersfield, Tailor. Huddersfield. Pet May 27. Ord May 27. Exam June 13 at 10
Iles, Henry William, Leyton, Essex, General Commission Agent. High Court. Pet May 26. Ord May 26. Exam July 4 at 11 at 34, Lincoln's inn fields
Ling, William, Woolwich, Grocer. Greenwich. Pet May 27. Ord May 27. Exam June 24 at 1
Mathews, Alfred, High st, Borough, Baker, Birmingham. Ord made under sec 103, Ord May 26. Exam June 19

Moser, Walter Edward, Red Lion sq, Basket Manufacturer. High Court. Pet May 28. Ord May 28. Exam July 8 at 11 at 34, Lincoln's inn fields
Nelson, William James, Liverpool, Accountant. Liverpool. Pet May 15. Ord May 26. Exam June 9 at 12
Oakley, Charles, West Hartlepool, Outfitter. Sunderland. Pet May 26. Ord May 26. Exam June 5 at 2.30
Parkinson, Foster, Market Weighton, Yorkshire, Coal Dealer. York. Pet May 23. Ord May 28. Exam July 8 at 2
Prest, Richard, York, Tailor. York. Pet May 26. Ord May 26. Exam June 10 at 2
Priest, Douglas Stewart, Devonport rd, Shepherd's Bush, Auctioneer. High Court. Pet May 26. Ord May 26. Exam July 3 at 11 at 34, Lincoln's inn fields
Rose, Henry Wilson, Malton, Yorkshire, Tailor. Scarborough. Pet May 26. Ord May 26. Exam June 10 at 12
Saunders, Frederick, Church rd, Essex rd, Solicitor's Clerk. High Court. Pet May 28. Ord May 28. Exam July 15 at 11 at 34, Lincoln's inn fields
Savory, Henry, Newark upon Trent, Bootmaker. Nottingham. Pet May 28. Ord May 28. Exam June 17
Shepherd, Timothy, Fazeley, Staffordshire, Dyer. Birmingham. Pet May 27. Ord May 27. Exam June 19
Smith, Henry, Mile End rd, Cheesemonger. High Court. Pet May 26. Ord May 27. Exam July 8 at 11 at 34, Lincoln's inn fields
Symington, James, Tonypandy, nr Pontypridd, Tailor. Pontypridd. Pet May 26. Ord May 26. Exam June 10 at 2
Tatton, Peter Joseph, Lark lane, nr Liverpool, Jeweller. Liverpool. Pet May 24. Ord May 26. Exam June 9 at 11.30
Verity, John Greaves, Ingleton, Yorkshire, Common Brewer. Kendal. Pet May 23. Ord May 28. Exam June 23 at 11
Walker, Henry, Birkenhead, Provision Dealer. Birkenhead. Pet May 27. Ord May 27. Exam June 4 at 11
Whieldon, John Bill, Milverton, Warwickshire, Tutor. Warwick. Pet May 23. Ord May 23. Exam June 10
Windle, J. T., Liverpool, Builders' Merchant. Liverpool. Pet April 10. Ord May 26. Exam June 9 at 11.30

FIRST MEETINGS.

Abbott, William James, Norwich, Shoe Manufacturer. June 7 at 10.30. Official Receiver, Queen st, Norwich
Collison, Walter, Hyson Green, Nottingham, Licensed Victualler. June 9 at 12. Official Receiver, Exchange walk, Nottingham
Donaldson, Robert, North Shields, Licensed Victualler. June 9 at 11. Official Receiver, County Court chbrs, Westgate rd, Newcastle on Tyne
Eccleston, Joseph, Birmingham, Draper. June 9 at 11. Official Receiver, Whitehall chbrs, Colmore row, Birmingham
Elliott, Henry, Gloucester, Surgeon. June 6 at 12. Official Receiver, 84, Barton st, Gloucester
Finn, Alfred Harley, St Ann's rd, Stamford hill, Plumber. June 9 at 11. 28 and 29, St Swithin's lane
Gillah, Robert Quarton, Brackenholme, nr Howden, Yorkshire, Farmer. June 10 at 12. Hall of the Hull Incorporated Law Society, Lincoln's inn bldgs, Bowlalley lane, Hull
Greaves, Thomas, Manchester, Cab Proprietor. June 13 at 11.30. Official Receiver, Ogden's chbrs, Bridge st, Manchester
Hendry, Annie, Stourbridge, Worcestershire, Milliner. June 16 at 12. Mr Fallow's Offices, Cherry st, Birmingham
Higgins, William, Chippenham, Wiltshire, Ironmonger. June 9 at 12.30. Official Receiver, Bank chbrs, Bristol
Horsfall, Ben, Hepworth, nr Huddersfield, Tailor. June 10 at 3. Official Receiver, 3, Albert bldgs, New st, Huddersfield
Jenkins, William James, Fillingham, Lincolnshire, Clerk in Holy Orders. June 9 at 1. The Central Sale Room, Bank st, Lincoln
Keown-Boyd, Richard, residence not ascertained, a Member of the Junior Carlton Club. June 9 at 1. 33, Carey st, Lincoln's inn
Lyons, Joseph, Camden rd, Camden Town, Jeweller. June 9 at 3. 33, Carey st, Lincoln's inn
Machell, Leonard, Fulham rd, Boot Dealer. June 9 at 11. 33, Carey st, Lincoln's inn
Parkins, Thomas, Salford, Lancashire, Chemist. June 11 at 11.30. The Court house, Encombe pl, Salford
Parkinson, Foster, Market Weighton, Yorkshire, Coal Dealer. June 7 at 12. Official Receiver, 17, Blake st, York
Prest, Richard, York, Tailor. June 9 at 12. Official Receiver, 17, Blake st, York
Rose, Henry Wilson, Malton, Yorkshire, Tailor. June 9 at 11. Official Receiver, 74, Newboro' st, Scarborough
Scarborough, Richard Benjamin, Plumstead, Kent, Builder. June 10 at 10.30. Official Receiver, 109, Victoria st, Westminster
Shepherd, Timothy, Fazeley, nr Tamworth, Staffordshire, Dyer. June 9 at 3. Official Receiver, Whitehall chbrs, Colmore row, Birmingham
Symington, James, Ystradyfodwg, Glamorganshire, Tailor. June 9 at 12. Official Receiver, Merthyr Tydfil
Walker, Henry, Birkenhead, Provision Dealer. June 11 at 12. Official Receiver, 48, Hamilton sq, Birkenhead
Walker, William, Bosham, Sussex, Farmer. June 6 at 2. Dolphin Hotel, Chichester
Whieldon, John Bill, Milverton, Warwickshire, Tutor. June 6 at 12. Manor House Hotel, Leamington

The following amended notice is substituted for that published in the London Gazette of May 20, 1884.

Marrison, Edwin James, Nottingham, Baker. June 6 at 12. Official Receiver, Exchange walk, Nottingham

ADJUDICATIONS.

Baxter, James, Sutton in Ashfield, Nottinghamshire, General Dealer. Nottingham. Pet April 16. Ord May 28
Berry, George, Motcombe st, Belgrave sq, Auctioneer. High Court. Pet March 1. Ord May 26
Brogden, George, Kingston upon Hull, Grocer. Kingston upon Hull. Pet April 29. Ord May 26
Challis, David, Kirby Maxloe, Leicestershire, Wine Merchant. Leicester. Pet April 3. Ord May 27
Clapham, Reginald, Sunderland, Aerated Water Manufacturer. Sunderland. Pet March 21. Ord May 24
Clark, John, New Clee, Lincolnshire, Draper. Great Grimsby. Pet April 17. Ord May 22
Cowley, Henry Arnold, Watney st, Commercial rd East, Provision Merchant. High Court. Pet May 2. Ord May 28
Crisp, Alfred, Malden rd, Kentish Town, Licensed Victualler. High Court. Pet May 26. Ord May 28
Crook, Robert, Stoke Newington rd, Lead Merchant. High Court. Pet May 26. Ord May 26
Donaldson, Robert, North Shields, Licensed Victualler. Newcastle on Tyne. Pet May 26. Ord May 26
Gillan, Robert Quarton, Brackenholme, nr Howden, Yorkshire, Farmer. Kingston upon Hull. Pet May 27. Ord May 27
Hendry, Annie, Stourbridge, Worcestershire, Milliner. Stourbridge. Pet May 20. Ord May 26
Higgins, William, Chippenham, Wiltshire, Ironmonger. Bath. Pet May 26. Ord May 26
Iles, Henry William, Leyton, Essex, General Commission Agent. High Court. Pet May 26. Ord May 26
Knight, Edward Martin, Fountain ct, Aldermanbury, Merchant. High Court. Pet April 22. Ord May 26
Lay, John Louis, Jermyn st, St James's, Gent. High Court. Pet Feb 28. Ord May 26
Muskett, George James, Diss, Norfolk, Draper. Ipswich. Pet May 9. Ord May 23
Naish, S. P., Trevor sq, Knightsbridge, Captain in Auxiliary Forces. High Court. Pet March 4. Ord May 26
Newell, Francis, Tabernacle walk, Finsbury, Leather Merchant. High Court. Pet April 25. Ord May 28
Nicholls, George, Berkeley, Gloucestershire, Boat Owner. Gloucester. Pet May 21. Ord May 27
Priest, Douglas Stewart, Devonport rd, Shepherd's Bush, Auctioneer. High Court. Pet May 26. Ord May 26
Rivett, William, Trafalgar st, Walworth, Cab Proprietor. High Court. Pet May 2. Ord May 26
Saunders, Frederick, Church rd, Essex rd, Solicitor's Clerk. High Court. Pet May 28. Ord May 28
Shepherd, Timothy, Fazeley, nr Tamworth, Staffordshire, Dyer. Birmingham. Pet May 27. Ord May 28
Simister, Thomas, Hyde, Cheshire, Grocer. Ashton-under-Lyne and Stalybridge. Pet April 18. Ord May 23
Tabor, Ann, Weyhill, nr Andover, Hampshire, Widow. Salisbury. Pet April 18. Ord May 16
Symington, James, Tonypandy, nr Pontypridd, Tailor. Pontypridd. Pet May 26. Ord May 26
Tatton, Peter Joseph, Lark lane, nr Liverpool, Lancashire, Jeweller. Liverpool. Pet May 24. Ord May 26
Taylor, John Taylor, Altrincham, Cheshire, Brewer's Traveller. Warrington. Pet March 8. Ord May 26
Tidey, William Henry, Camden Town, Contractor. High Court. Pet May 7. Ord May 26
Townshend, John, Waterloo, nr Liverpool, Fruit Broker. Liverpool. Pet April 29. Ord May 28
Whieldon, John Bill, Milverton, Warwickshire, Tutor. Warwick. Pet May 23. Ord May 27

The following Amended Notice is substituted for that published in the London Gazette of the 23rd May, 1884.

Plimmer, Thomas, West Bromwich, Staffordshire, Butcher. Oldbury. Pet March 15. Ord March 19

RECEIVING ORDERS.

TUESDAY, June 3, 1884.

Bailey, Frederick Harvey, Chislehurst, Jeweller. Croydon. Pet May 29. Ord May 29. Exam June 13
Binns, William James, Leeds, Commission Agent. Leeds. Pet May 29. Ord May 29. Exam June 11
Coleman, Henry, no fixed abode, no occupation. Northampton. Pet May 28. Ord May 28. Exam June 18
Collins, John, Chagford, Devonshire, Grocer. East Stonehouse. Pet May 12. Ord May 29. Exam June 23 at 12
Davies, James Gittins, Rhyl, Flintshire, Painter. Bangor. Pet May 28. Ord May 28. Exam June 18 at 3
Dudgeon, Charles John, Shanghai, China, Merchant. High Court. Pet May 30. Ord May 30. Exam July 31 at 11 at 34, Lincoln's inn fields
Elliot, Thomas, Ormesby St Margaret, Great Yarmouth, Farmer. Great Yarmouth. Pet May 15. Ord May 30. Exam June 20 at 2.30 at Townhall, Great Yarmouth
Fisher, Isaac, and John William Fisher, Manchester, out of business. Manchester. Pet May 28. Ord May 28. Exam June 19 at 1
Gath, Thomas, Halifax, Shoeing Smith. Halifax. Pet May 31. Ord May 31. Exam June 19
Gonard, Paul, Lime st sq, General Merchant. High Court. Pet April 29. Ord May 28. Exam July 11 at 11 at 34, Lincoln's inn fields
Gould, George Domett, Leeds, Solicitor. Leeds. Pet May 29. Ord May 29. Exam June 11 at 2
Griels, George Henry, Churchstow, Devonshire, Farmer. East Stonehouse. Pet May 15. Ord May 29. Exam June 24 at 12
Harrison, Henry Davies, Leeds, Restaurant Proprietor. Leeds. Pet May 17. Ord May 29. Exam June 11 at 2
Horrell, George Henry, Snaresbrook, Essex, Metallic Bedstead Manufacturer. High Court. Pet May 31. Ord May 31. Exam July 11 at 11 at 34, Lincoln's inn fields
Hughes, Richard, Festiniog, Merionethshire, Shoemaker. Bangor. Pet May 16. Ord May 30. Exam June 18 at 2.30
Husted, John Lloyd, and John Sutton, Walsall, Staffordshire, Charter Masters. Walsall. Pet May 17. Ord May 30. Exam June 13
Jacobs, Chapman, Gloucester crescent, Regent's Park, Box Manufacturer. High Court. Pet April 23. Ord May 28. Exam July 11 at 11 at 34, Lincoln's inn fields
Lambert, Joseph, 61 Dover st, Surrey, Artificial Florist. High Court. Pet April 3. Ord May 30. Exam July 10 at 11 at 34, Lincoln's inn fields
Layzell, Frederick, Tooting, Surrey, Builder. Wandsworth. Order made under Sec. 103. Ord May 27. Exam June 19
Lewis, Cornelius Thomas, Wilberforce rd, Finsbury Park, Keg Manufacturer. High Court. Pet May 30. Ord May 30. Exam July 10 at 11 at 34, Lincoln's inn fields
Marshall, Charles Henry, Lincoln, Joiner. Lincoln. Pet May 29. Ord May 29. Exam June 16 at 2
Pickles, Henry, Moor Allerton, nr Leeds, Mason. Leeds. Pet May 29. Ord May 29. Exam June 11 at 2
Pickup, James, and John Henry Pickup, Waterfoot, Lancashire, Drysalters. Oldham. Pet May 30. Ord May 30. Exam June 19 at 12
Potchett, Charles Creswell, Fann st, St Luke, Cork Sock Manufacturer. High Court. Pet May 30. Ord May 30. Exam July 10 at 11 at 34, Lincoln's inn fields
Pugh, William Henry, Bristol, Grocer. Bristol. Pet May 30. Ord May 31. Exam June 27 at 12 at Guildhall, Bristol
Robinson, James, Liverpool, Foreman of Locomotive Department of the Manchester, Sheffield, and Lincolnshire Railway Company. Liverpool. Order made under Sec. 103. Ord May 29. Exam June 19 at 12
Rowden, Edward, Park lane, Barrister at Law. High Court. Pet March 27. Ord May 29. Exam July 15 at 11 at 34, Lincoln's inn fields
Shenton, William, and Henry Shenton, Leicester, Slaters. Leicester. Pet May 31. Ord May 31. Exam June 11 at 10
Shield, John, Wing, Rutland, Farmer. Leicester. Pet May 31. Ord May 31. Exam June 11 at 10
Smaile, John, Newcastle upon Tyne, Clerk. Newcastle on Tyne. Pet May 31. Ord May 31. Exam June 19
Taylor, Frederick, and John Taylor, Bradford, Yorkshire, Corn Factors. Bradford. Pet May 30. Ord May 30. Exam June 17 at 12
Tunna, Thomas Egerton, Runcorn, Cheshire, Grocer. Warrington. Pet May 29. Ord May 29. Exam June 11
Van Straten, P. C., jun, Crutched Friars, Provision Merchant. High Court. Pet May 6. Ord May 22. Exam July 1 at 11 at 34, Lincoln's inn fields
Walmesley, Thomas, Gloucester terrace, Camden Hill, Gent. High Court. Pet May 12. Ord May 29. Exam July 15 at 11 at 34, Lincoln's inn fields
Wells, John, Chertsey, Ironmonger. Kingston, Surrey. Pet May 29. Ord May 31. Exam June 19

Woodall, William, Lincoln's inn fields, Solicitor. High Court. Pet May 12. Ord May 29. Exam July 15 at 11 at 34, Lincoln's inn fields
Wright, Henry, Rochester, Kent, Practical Plumber. Rochester. Pet May 29. Ord May 29. Exam June 16 at 2

FIRST MEETINGS.

Bailey, Frederick Harvey, Chislehurst, Jeweller. June 12 at 2. Official Receiver, 109, Victoria st, Westminster
Balsam, William, Union rd, Southwark, Carpenter. June 10 at 11. 33, Carey st, Lincoln's inn
Bibby, Thomas, Openshaw, Lancashire, Shopkeeper. June 12 at 2.30. The Court House, Quay st, Manchester
Binns, William James, Leeds, Commission Agent. June 12 at 11. Official Receiver, St Andrew's chbrs, 23, Park row, Leeds
Chesterton, Sam. and Frederick William Gresswell, Stamford, Lincolnshire, Wine Merchants. June 10 at 12. County court, Peterborough
Collins, John, Chagford, Devonshire, Grocer. June 11 at 1. Rougemont Hotel, Exeter
Cooper, William, Halstead, Essex, Well Borer. June 13 at 4. Townhall, Colchester
Davies, James Gittins, Rhyl, Flintshire, Painter. June 10 at 12. Crypt chbrs, Chester
Easton, Albert Williams, Appach rd, Brixton Rise, Builder. June 12 at 2. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
Ehrmann, Jacob Heinrich Ludwig, Great Tower st, Wine Agent. June 12 at 3. 33, Carey st, Lincoln's inn
Engel, Leo, Haymarket, Licensed Victualler. June 10 at 2. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
Eskrett, Cyrus, and William Henry Searle, Kingston upon Hull, Oil Press Wrapper Manufacturer. June 20 at 11. Hall of the Hull Incorporated Law Society, Lincoln's inn bldgs, Bowlalley lane, Hull
Foster, John William, Brighton, Livery Stable Keeper. June 13 at 2. 160, North st, Brighton
Gath, Thomas, Halifax, Shoeing Smith. June 13 at 12. Official Receiver, Townhall chmbrs, Halifax
Gould, George Domett, Leeds, Solicitor. June 10 at 12. Official Receiver, St Andrew's chmbrs, 22, Park row, Leeds
Grills, George Henry, Churchstow, Devonshire, Farmer. June 24 at 10. Official Receiver, 18, Frankfort st, Plymouth
Harris, William, Rhyding, nr Neath, Glamorganshire, Pig Dealer. June 11 at 12. The Castle Hotel, Neath
Harris, William, Coleham, Shrewsbury, Builder. June 17 at 4. 9, The Square, Shrewsbury
Harrison, Henry Davies, Leeds, Restaurant Proprietor. June 12 at 12. Official Receiver, St Andrew's chbrs, 22, Park row, Leeds
Ling, William, Woolwich, Grocer. June 12 at 12. Official Receiver, 109, Victoria st, Westminster
Mare, Charles John, Finsbury circus, Shipbuilder. June 16 at 12. Bankruptcy bldgs, Portugal st, Lincoln's inn
Marshall, Charles Henry, Lincoln, Joiner. June 16 at 12. Official Receiver, 2, St Benedict's sq, Lincoln
Mathews, Alfred, High st, Borough, Bakers' Tool Manufacturer. June 16 at 3. 158, High st, Borough
Oakley, Charles, West Hartlepool, Outfitter. June 13 at 12. Official Receiver, 21, Fawcett st, Sunderland
Pearce, Harry, Lichfield rd, Child's Hill, Ironmonger. June 13 at 12. Bankruptcy bldgs, Portugal st, Lincoln's inn
Pickles, Henry, Moor Allerton, nr Leeds, Mason. June 10 at 11. Official Receiver, St Andrew's chbrs, 23, Park row, Leeds
Shenton, William, and Shenton Henry, Leicester, Slaters. June 13 at 3. Official Receiver, 28, Friar lane, Leicester
Shield, John, Wing, Rutland, Farmer. June 14 at 12. Official Receiver, 28, Friar lane, Leicester
Smaile, John, Newcastle on Tyne, Clerk. June 13 at 11. Official Receiver, County chbrs, Westgate rd, Newcastle on Tyne
Tunna, Thomas Egerton, Runcorn, Cheshire, Grocer. June 11 at 1. Official Receiver, Cairo st, Warrington
Wright, Henry, Rochester, Kent, Plumber. June 12 at 11.30. Official Receiver, Eastgate, Rochester

ADJUDICATIONS.

Cornwell, James, Old Ford rd, Bethnal Green, Trimming Manufacturer. High Court. Pet May 7. Ord May 31
Eachus, John Thomas, Holywell, Flintshire, Tallow Chandler. Chester. Pet May 12. Ord May 29
Fisher, Isaac, and John William Fisher, Manchester, out of business. Manchester. Pet May 28. Ord May 28
Foster, John William, Brighton, Livery Stable Keeper. Brighton. Pet May 26. Ord May 30
Gath, Thomas, Halifax, Shoeing Smith. Halifax. Pet May 31. Ord May 31
Hanbury, Frederick Barclay, West Kensington ter, West Kensington, Commission Agent. High Court. Pet Feb 6. Ord May 29
Harris, William John, Swindon, out of business. Warwick. Pet April 12. Ord May 31
Hyman, Isaiah, Marquis rd, Canonbury. High Court. Pet March 31. Ord May 28
Kerridge, Shadrach, Wangford, Suffolk, Grocer and Draper. Gt Yarmouth. Pet April 29. Ord May 30
Lewis, Cornelius Thomas, Wilberforce rd, Finsbury pk, Keg Manufacturer. High Court. Pet May 30. Ord May 30
Marshall, Charles Henry, Lincoln, Joiner. Lincoln. Pet May 29. Ord May 30
Murgatroyd, Mary, Starbeck, nr Harrogate, Widow. York. Pet April 16. Ord May 31
Stead, George Henry, Castleford, Yorkshire, Builder. Wakefield. Pet April 21. Ord May 28
Symons, Ann, and Annie Symons, Elgin crescent, Notting Hill, Stationers. High Court. Pet May 2. Ord May 31
Taylor, James Frederick, James Wilson, and Elisabeth Wynne, Cabinet Makers. Bolton. Pet May 14. Ord May 29
Tunna, Thomas Egerton, Runcorn, Cheshire, Grocer. Warrington. Pet May 29. Ord May 30
Williams, William, Penygraig, nr Pontypridd. Colliery Proprietor. Pontypridd. Pet Mar 28. Ord May 30
Zalmanson, Joseph, Beresford rd, Highbury New Park, Share Dealer. High Court. Pet Mar 28. Ord May 31

The Subscription to the SOLICITORS' JOURNAL *is—Town, 26s.; Country, 28s.; with the* WEEKLY REPORTER, *52s. Payment in advance includes Double Numbers and Postage. Subscribers can have their Volumes bound at the office—cloth, 2s. 6d., half law calf, 5s. 6d.*

All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer.

Where difficulty is experienced in procuring the Journal with regularity in the Country, it is requested that application be made direct to the Publisher.

CONTENTS.

CURRENT TOPICS 557
RESTRAINTS ON ALIENATION 559
REVIEWS 560
THE NEW PRACTICE:—
Hampden v. Wallis 560
In re Stening 560
PRACTICE APPEALS 560
CASES OF LAST WEEK:—
Ponsonby v. Ponsonby 561
Ex parte Barter 561
In re The West Devon Great Consols Mine 562
Howe v. Smith 562
In re Martyn 563
In re The Oriental Bank Corporation 563
Re Appleton's Estate, Barber v. Tebbitt 563
Gallard v. Hawkins 563
In re Tweedie and Mills' Contract 563
Potter v. Whitham 563
Rosher v. Rosher 564
Ex parte Taylor 564
SOLICITORS' CASES 564
THE LONG VACATION 565
SOCIETIES 565
LEGAL APPOINTMENTS 565
OBITUARY 566
COURT PAPERS 566
LEGAL NEWS 566
COMPANIES 567
CREDITORS' CLAIMS 567
LONDON GAZETTES, &c., &c. 568

NOTICES TO CORRESPONDENTS.—*All communications intended for publication in the* SOLICITORS' JOURNAL *must be authenticated by the name and address of the writer.*

The Editor does not hold himself responsible for the return of rejected communications.

*** *The Publisher requests that early application should be made by persons desirous of obtaining back numbers of the* SOLICITORS' JOURNAL, *as only a small number of copies remain on hand.*

SCHWEITZER'S COCOATINA,

Anti-Dyspeptic Cocoa or Chocolate Powder.
Guaranteed Pure Soluble Cocoa of the Finest Quality with the excess of fat extracted.

The Faculty pronounce it "the most nutritious, perfectly digestible beverage for Breakfast, Luncheon, or Supper, and invaluable for Invalids and Children."

Highly commended by the entire Medical Press.

Being without sugar, spice, or other admixture, it suits all palates keeps for years in all climates, and is four times the strength of cocoas THICKENED yet WEAKENED with starch, &c., and IN REALITY CHEAPER than such Mixtures.

Made instantaneously with boiling water, a teaspoonful to a Breakfast Cup, costing less than a halfpenny.

COCOATINA A LA VANILLE is the most delicate, digestible, cheapest Manilla Chocolate, and may be taken when richer chocolate is prohibited.

In tins at 1s. 6d., 3s., 5s. 6d., &c., by Chemists and Grocers.

Charities on Special Terms by the Sole Proprietors,
H. SCHWEITZER & Co., 10, Adam-st., Strand, London, W.

UNIVERSITIES, Civil Service, Legal, and Medical Preliminary, and other Examinations. Pupils from fourteen years of age prepared by a Tutor and Public Examiner of nineteen years' experience; late Fellow of his College.—Rev. W. H. ROWLANDSON, M.A., Great Braxted Rectory, Witham, Essex.

TO SOLICITORS and Others.—Lofty and Well-lighted Offices and Chambers to be Let at Lonsdale Chambers, No. 27, Chancery-lane (opposite the New Law Courts).—Apply to Messrs. LAUNDY & Co., Chartered Accountants, on the premises.

EDE AND SON,

ROBE MAKERS,

BY SPECIAL APPOINTMENT,
To Her Majesty, the Lord Chancellor, the Whole of the Judicial Bench Corporation of London &c.

ROBES FOR QUEEN'S COUNSEL AND BARRISTERS.
SOLICITORS' GOWNS
Law Wigs and Gowns for Registrars, Town Clerks, and Clerks of the Peace
CORPORATION ROBES, UNIVERSITY & CLERGY GOWNS
ESTABLISHED 1689.
94, CHANCERY LANE, LONDON.

MESSRS. JOHNSON & DYMOND beg to announce that their sales by Auction of Plate, Watches, Chains, Jewellery, Precious Stones, &c., are held on Mondays, Wednesdays, Thursdays, and Fridays.

The attention of Solicitors, Executors, Trustees, and others is particularly called to this ready means for the disposal of Property of deceased and other clients.

In consequence of the frequency of their sales, Messrs. J. & D. are enabled to include large or small quantities at short notice (if required).

Sales of Furniture held at private houses.

Valuations for Probate or Transfer. Terms on application to the City Auction Rooms (established 1793), 26 and 39, Gracechurch-street, E.C.

Messrs. Johnson & Dymond beg to notify that their Auction Sales of Wearing Apparel, Piece Goods, Household and Office Furniture, Carpets, Bedding, &c., are held on each day of the week (Saturday excepted).

UNDERHILL on TRUSTS and TRUSTEES.—2nd Edition.

This day is published, in 1 vol., post 8vo, 12s. 6d., cloth.

A PRACTICAL and CONCISE MANUAL of the LAW RELATING to PRIVATE TRUSTS and TRUSTEES. By ARTHUR UNDERHILL, M.A., LL.D., of Lincoln's-inn, Barrister-at-Law. Second Edition, Enlarged and Revised.

London: BUTTERWORTHS, 7, Fleet-street, Her Majesty's Law Publishers.

THE NEW PRACTICE DECISIONS.

Fifth Edition (with Supplement, containing the New Rules, Orders, and Decisions to March, 1884), now ready, crown 8vo, cloth (1,170 pages), price 15s.

BAXTER'S JUDICATURE ACTS and RULES. By WYNNE E. BAXTER, Solicitor, Coroner for Sussex, and late Under-Sheriff of London and Middlesex. The Fifth Edition, with Supplement, is now ready, price 15s., crown 8vo, cloth (1,170 pages).

*** The Supplement, containing the New Rules, Orders, and Decisions to March, 1884, may be had separately, price 5s.

London: BUTTERWORTHS, 7, Fleet-street, Her Majesty's Law Publishers.

TO SOLICITORS and Others.—Offices in Bedford-row.—To be LET, the Ground Floor of one of the best houses, comprising four good rooms, all communicating, and a strong room. They are fitted with speaking tubes and numerous fixtures, have just been thoroughly done up, and are ready for immediate occupation. Rent £150 per annum, to include rates and taxes.—For further particulars apply to E. BROMLEY, 43, Bedford-row, London, W.C